\*\*\*\* CASE NUMBER: 502018CA011298XXXXMB Division: AA \*\*\*\*

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IN THE CIRCUIT COURT FOR THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

LYDABELLE BICKNELL, as Trustee of the LYDABELLE BICKNELL REVOCABLE TRUST dated January 7, 2003; EDMOND L. PRETI, a single man, now married; THOMAS J. LUNDEEN and MICHELLE LUNDEEN, husband and wife; JOSEPH R. WILLIS and DEBORAH K. WILLIS, his wife; JOHN W. APGAR, JR., Trustee or his successors in trust, under the JOHN W. APGAR, JR. LIVING TRUST dated June 19, 2014; MICHAEL J. BURLEY, a single man, now married; PEDRO M. RIVERA-PIEROLA and NANCY F. RIVERA-PIEROLA, his wife; ELENA BUENO de GONZALEZ and GUILLERMO E. GONZALEZ, wife and husband; JOSEPH R. KOLB and LORI M. KOLB, husband and wife; RONALD K. LANTZ and TINA LANTZ, his wife; and WILLIAM E. NEVILLE and SUZANNE E. NEVILLE, his wife,

Plaintiffs,

-vs-

NORTH PALM BEACH PROPERTIES, INC., a Florida corporation,

Defendant.

## **COMPLAINT TO QUIET TITLE**

Plaintiffs, LYDABELLE BICKNELL, as Trustee of the LYDABELLE BICKNELL REVOCABLE TRUST dated January 7, 2003; EDMOND L. PRETI, a single man, now married; THOMAS J. LUNDEEN and MICHELLE LUNDEEN, husband and wife; JOSEPH R. WILLIS and DEBORAH K. WILLIS, his wife; JOHN W. APGAR, JR., Trustee or his successors in trust, under the JOHN W. APGAR, JR. LIVING TRUST dated June 19, 2014; MICHAEL J. BURLEY,

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a single man, now married; PEDRO M. RIVERA-PIEROLA and NANCY F. RIVERA-PIEROLA, his wife; ELENA BUENO de GONZALEZ and GUILLERMO E. GONZALEZ, wife and husband; JOSEPH R. KOLB and LORI M. KOLB, husband and wife; RONALD K. LANTZ and TINA LANTZ, his wife; and WILLIAM E. NEVILLE and SUZANNE E. NEVILLE, his wife (collectively, "Plaintiffs"), bring this action against defendant, NORTH PALM BEACH PROPERTIES, INC., a Florida corporation ("Defendant"), and allege:

- 1. This is an action to quiet title in accordance with Section 65.061(2), Florida Statutes (2018), to certain real property comprised of uplands and submerged lands located in the Northeasterly one-half of the C-17 Canal right-of-way ("Canal") to its centerline located adjacent to Plaintiffs' Lots 1 through 11, inclusive, Block 26, of the VILLAGE OF NORTH PALM BEACH PLAT NO. 2, according to the Plat thereof, recorded in Plat Book 25, Page 59, of the Public Records of Palm Beach County, Florida ("Plat No. 2"), a copy of which Plat No. 2 is attached hereto as Exhibit "A", more specifically described as follows:
- Lot 1, Block 26, Plat No. 2 ("Lot 1") vested in LYDABELLE BICKNELL as Trustee of the LYDABELLE BICKNELL REVOCABLE TRUST dated January 7, 2003, the submerged lands in the C-17 Canal adjacent to Lot 1 bordered by the following: (a) the Southwesterly landward property line of Lot 1; (b) the Westerly property line of Lot 1 extended from the landward Southwest corner of Lot 1 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 1 extended from the landward Southeast corner of Lot 1 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Westerly property line of Lot 1 extended and the Southeasterly property line of Lot 1 extended;
- Lot 2, Block 26, Plat No. 2 ("Lot 2") vested in EDMOND L. PRETI, a single man, the submerged lands in the C-17 Canal adjacent to Lot 2 bordered by the following: (a) the Southwesterly landward property line of Lot 2; (b) the Northwesterly property line of Lot 2 extended from the landward Southwest corner of Lot 2 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 2 extended from the landward Southeast corner of Lot 2 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 2 extended and the Southeasterly property line of Lot 2 extended;
- Lot 3, Block 26, Plat No. 2 ("Lot 3") vested in THOMAS J. LUNDEEN and MICHELE J. LUNDEEN, husband and wife, the submerged lands in the C-17 Canal adjacent to Lot 3 bordered by the following: (a) the Southwesterly landward property line of Lot 3; (b) the Northwesterly property line of Lot 3 extended from the landward Southwest corner of Lot 3 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 3 extended from the landward Southeast corner of Lot 3 to the centerline of the C-17 Canal; and (d) the centerline of

the C-17 Canal between the Northwesterly property line of Lot 3 extended and the Southeasterly property line of Lot 3 extended;

Lot 4, Block 26, Plat No. 2 ("Lot 4") vested in JOSEPH R. WILLIS and DEBORAH K. WILLIS, his wife, the submerged lands in the C-17 Canal adjacent to Lot 4 bordered by the following: (a) the Southwesterly landward property line of Lot 4; (b) the Northwesterly property line of Lot 4 extended from the landward Southwest corner of Lot 4 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 4 extended from the landward Southeast corner of Lot 4 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 4 extended and the Southeasterly property line of Lot 4 extended;

Lot 5, Block 26, Plat No. 2 ("Lot 5") vested in JOHN W. APGAR, JR., Trustee, or his successors in trust, under the JOHN W. APGAR, JR. LIVING TRUST dated June 19, 2014, the submerged lands in the C-17 Canal adjacent to Lot 5 bordered by the following: (a) the Southwesterly landward property line of Lot 5; (b) the Northwesterly property line of Lot 5 extended from the landward Southwest corner of Lot 5 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 5 extended from the landward Southeast corner of Lot 5 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 5 extended and the Southeasterly property line of Lot 5 extended:

Lot 6, Block 26, Plat No. 2 ("Lot 6") vested in MICHAEL J. BURLEY, a single man, the submerged lands in the C-17 Canal adjacent to Lot 6 bordered by the following: (a) the Southwesterly landward property line of Lot 6; (b) the Northwesterly property line of Lot 6 extended from the landward Southwest corner of Lot 6 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 6 extended from the landward Southeast corner of Lot 6 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 6 extended and the Southeasterly property line of Lot 6 extended:

Lot 7, Block 26, Plat No. 2 ("Lot 7") vested in PEDRO M. RIVERA-PIEROLA and NANCY F. RIVERA-PIEROLA, his wife, the submerged lands in the C-17 Canal adjacent to Lot 7 bordered by the following: (a) the Southwesterly landward property line of Lot 7; (b) the Northwesterly property line of Lot 7 extended from the landward Southwest corner of Lot 7 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 7 extended from the landward Southeast corner of Lot 7 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 7 extended and the Southeasterly property line of Lot 7 extended;

Lot 8, Block 26, Plat No. 2 ("Lot 8") vested in ELENA BUENO de GONZALEZ and GUILLERMO E. GONZALEZ, wife and husband, the submerged lands in the C-17 Canal adjacent to Lot 8 bordered by the following: (a) the Southwesterly landward property line of Lot 8; (b) the Northwesterly property line of Lot 8 extended from the landward Southwest corner of Lot 8 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 8 extended from the landward Southeast corner of Lot 8 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 8 extended and the Southeasterly property line of Lot 8 extended;

- Lot 9, Block 26, Plat No. 2 ("Lot 9") vested in JOSEPH R. KOLB and LORI M. KOLB, husband and wife, the submerged lands in the C-17 Canal adjacent to Lot 9 bordered by the following: (a) the Southwesterly landward property line of Lot 9; (b) the Northwesterly property line of Lot 9 extended from the landward Southwest corner of Lot 9 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 9 extended from the landward Southeast corner of Lot 9 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 9 extended and the Southeasterly property line of Lot 9 extended;
- Lot 10, Block 26, Plat No. 2 ("Lot 10") vested in RONALD K. LANTZ and TINA LANTZ, his wife, the submerged lands in the C-17 Canal adjacent to Lot 10 bordered by the following: (a) the Southwesterly landward property line of Lot 10; (b) the Northwesterly property line of Lot 10 extended from the landward Southwest corner of Lot 10 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 10 extended from the landward Southeast corner of Lot 10 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 10 extended and the Southeasterly property line of Lot 10 extended; and
- Lot 11, Block 26, Plat No. 2 ("Lot 11") vested in WILLIAM E. NEVILLE and SUZANNE E. NEVILLE, his wife, the submerged lands in the C-17 Canal adjacent to Lot 11 bordered by the following: (a) the Southwesterly landward property line of Lot 11; (b) the Northwesterly property line of Lot 11 extended from the landward Southwest corner of Lot 11 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 11 extended from the landward Southeast corner of Lot 11 to the centerline of the C-17 Canal between the Northwesterly property line of Lot 11 extended and the Southeasterly property line of Lot 11 extended (collectively, the "Disputed Lands").
- 2. Set forth below is a list of the instruments in chronological order which precede and include the recording of Plat No. 2:
- a. Special Warranty Deed from BANKERS LIFE and CASUALTY COMPANY, a corporation existing under the laws of the State of Illinois, and duly authorized to transact business in the State of Florida, to NORTH PALM BEACH, INC., a corporation existing under the laws of the State of Florida, recorded November 15, 1955, in Deed Book 1114, Page 281, of the Public Records of Palm Beach County, Florida (the "North Palm Beach Deed"), a copy of which is attached hereto as *Exhibit "B"*. (The North Palm Beach Deed conveyed to NORTH PALM BEACH, INC., numerous lands, including the lands underlying Plat No. 2 and the Disputed Lands.)
- b. Easement Deed establishing the legal description for a portion of the proposed Canal from NORTH PALM BEACH, INC., a Florida corporation, to CENTRAL AND SOUTHERN

FLORIDA FLOOD CONTROL DISTRICT, its successors and assigns, recorded September 26, 1956, in Deed Book 1156, Page 186, of the Public Records of Palm Beach County, Florida ("Canal Easement #1"), a copy of which is attached hereto as Exhibit "C". Canal Easement #1 established a perpetual easement and right:

...for any and all purposes necessary, convenient, or incident to, or in connection with, the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation, water storage and allied purposes now or that may hereafter be conducted....

c. Easement Deed establishing the legal description for a portion of the proposed Canal from NORTH PALM BEACH, INC., a Florida corporation, to CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, its successors and assigns, recorded November 21, 1956, in Deed Book 1163, Page 294, of the Public Records of Palm Beach County, Florida ("Canal Easement #2"), a copy of which is attached hereto as Exhibit "D". Canal Easement #2 also established a perpetual easement and right:

...for any and all purposes necessary, convenient, or incident to, or in connection with, the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation, water storage and allied purposes now or that may hereafter be conducted....

(Hereinafter, Canal Easement #1 and Canal Easement #2 are collectively referred to as the "Canal Easement").

- d. Certificate Amending Charter of North Palm Beach, Inc., recorded March 18, 1957, in Official Records Book 31, Page 682, of the Public Records of Palm Beach County, Florida ("Change of Name Certificate"), a copy of which is attached hereto as Exhibit "E", the terms of which evidenced the change in name of the corporation from NORTH PALM BEACH, INC., to NORTH PALM BEACH PROPERTIES, INC.
- e. Warranty Deed from NORTH PALM BEACH PROPERTIES, INC., a Florida corporation, to VIRGINIA GRAVLIN, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES,

INC., BELVEDERE HOLDING CORP. and WILLIAM W. BLAKESLEE, as Trustee, doing business as NORTHLAKE PROPERTIES (hereinafter, collectively, the "Owners/Dedicators"), recorded June 5, 1957, in Official Records Book 63, Page 88, of the Public Records of Palm Beach County, Florida ("Owners/Dedicators Deed"), a copy of which is attached hereto as Exhibit "F". The legal description of Parcel No. 1 attached as Exhibit "A" to the Owners/Dedicators Deed includes the lands underlying Plat No. 2, including the Disputed Lands. By the Owners/Dedicators Deed, NORTH PALM BEACH PROPERTIES, INC., relinquished to the Owners/Dedicators the ownership interest of NORTH PALM BEACH PROPERTIES, INC., in and to the lands underlying Plat No. 2, including the Disputed Lands.

On June 11, 1957, the Owners/Dedicators executed Plat No. 2, which Plat No. 2 f. was then recorded in the Public Records of Palm Beach County, Florida, on July 9, 1957, in Plat Book 25, Page 59, of the Public Records of Palm Beach County, Florida. A review of Plat No. 2 evidences that: (a) that portion of the Canal included in Plat No. 2 to its centerline is included in the overall legal description of the lands comprising Plat No. 2, meaning that the portion of the Canal included in Plat No. 2 to its centerline was intended to be disposed of by dedication, reservation or retention of ownership rights in some manner; (b) the Canal Easement is specifically noted and referenced, meaning title to the Canal is subject to the previously established rights of the holder of the Canal Easement; (c) the portion of the Canal adjacent to each of Lots 1 through 11, inclusive, Block 26, Plat No. 2, depicts dashed lines from the Southeasterly and Northwesterly side-lot lines of each Plaintiff's Lot to the centerline of the Canal (collectively, "Property Line Continuations"); (d) no explanation or reference is made on Plat No. 2 regarding the Property Line Continuations, however, such Property Line Continuations were intentionally set forth on Plat No. 2, and, if such Property Line Continuations are deemed ambiguous, any ambiguity must be determined against the Owners/Dedicators and in favor of Plaintiffs; (e) no dedications of the Canal, including the Disputed Lands, were made

by the Owners/Dedicators, even though other water features/Lagoons depicted on the Plat were dedicated to the Village of North Palm Beach; and (f) no reservation or retention of ownership rights in and to the Canal, including the Disputed Lands, was made by the Owners/Dedicators (collectively, "Plat Considerations").

- 3. Plaintiffs deraign their interest and title to the Disputed Lands pursuant to: (a) the chains of title for each of Lots 1 through 11, inclusive, Block 26, Plat No. 2, set forth on *Exhibit "G"*; and (b) the Plat Considerations. Plaintiffs are the owners of fee simple title to and are in possession of the property legally described on their respective deeds including without limitation that portion of the Disputed Lands immediately adjacent to and adjoining their respective properties.
- 4. Plaintiffs' ownership interests and title to the **Disputed** Lands is also based upon the following legal standards associated with the interpretation of Plats (collectively, the "<u>Plat</u> Interpretation Standards"):

## a. Interpretation of Plats.

"A plat is a written instrument and must be construed as a whole. Every part is to be given effect and construed fairly and reasonably if we are to determine the intention of the dedicator." *Broward County v. Lerer*, 203 So.2d 672, 674 (Fla. 4<sup>th</sup> DCA 1967).

In construing the obviously ambiguous descriptive phrase in dispute, <u>certain</u> rules of construction should be applied. The plat must be construed as a whole and every part of the instrument given effect. Too, the plat should be construed fairly and reasonably with no part rejected as superfluous. Finally, if the plat is ambiguous, the construction must be against the <u>dedicator</u>.... North Lauderdale Corp. v. Lyons, 156 So.2d 690, 692 (Fla 2d DCA 1963) (emphasis supplied).

b. <u>Conveyance of Lot according to a Plat Depicting Boundary by Street,</u>
Private Road or Other Right-of-Way.

"[I]t must be assumed that the conveyances in question were made with reference to the streets as marked on the plat or map filed among the public records of the county. Though the spaces marked for streets were not in fact used as streets, yet the conveyances of lots abutting on the spaces marked on the map as streets, by construction of law to effectuate the manifest intention of

the parties, carries title to the middle of the space marked as streets on the map or plat on file, there being no contrary intent shown." Smith v. Horn, 70 Fla. 484, 491, 70 So. 435, 437 (Fla. 1915)(emphasis supplied); Servando Bldg. Co. v. Zimmerman, 91 So.2d 289 (Fla. 1956).

"The guide in such situations, primarily, is the intention of the party making the dedication. In Smith v. Horn, 70 Fla. 484, 70 So. 435, 436, it was written that 'the title of the grantees of [lots] abutting on such streets, in the absence of a contrary showing, extends to the center of such highway, subject to the public easement.' In Florida Southern Ry. Co. v. Brown, 23 Fla 104, 1 So. 512, 513, decided nearly seventy years ago, this court observed that the rule 'seems to be based on the supposed intention of the parties, and the improbability of the grantor desiring or intending to reserve his interest in the street when he had parted with his title to adjoining land'." Servando Bldg. Co. v. Zimmerman, 91 So.2d 289, 291 (Fla. 1956)(bracket in original, emphasis supplied).

"[A] conveyance of a parcel of land according to a plat, which parcel is bound by a street, private road or other private way, carries with it title to the center of such street, road or way, unless the deed evidences a contrary intention . . . . [W]e think it should be stated that we find no reason to hold that a right of way for a canal should be treated differently from a right of way for a street. . . . [W]e feel the law cited must apply in that the reasoning by analogy is so strong." Travis Co. v. Coral Gables, 153 So.2d 750, 751-752 (Fla 3rd DCA 1963)(emphasis supplied).

- 5. Defendant claims or has claimed some interest in the Disputed Lands and, in May of 2018, transmitted letters to certain of the Plaintiffs offering to sell to such Plaintiffs the Disputed Lands adjacent to their respective Lots and adjacent to other Lots.
- 6. Defendant's claim of ownership of the Disputed Lands, upon information and belief, is based upon the following conveyances in its chain of title (collectively, "<u>Defendant's</u> <u>Ownership Evidence</u>"):
  - a. The North Palm Beach Deed.
  - b. The Change of Name Certificate.
- c. Special Warranty Deed from VIRGINIA GRAVLIN BROWN, a Free Dealer, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE HOLDING CORP., AND HERBERT A. ROSS, as Successor Trustee and individually, joined by his wife,

EDITH L. ROSS, doing business as NORTHLAKE PROPERTIES, to PINNER, INC., a Florida corporation, recorded December 31, 1963, in Official Records Book 958, Page 177, of the Public Records of Palm Beach County, Florida (the "Pinner Deed"), a copy of which is attached hereto as *Exhibit "H"*. The Pinner Deed purported to convey:

All of the Grantors' right title and interest in and to any real property located within the corporate limits of the VILLAGE OF NORTH PALM BEACH, Florida, and within the corporate limits of the TOWN OF LAKE PARK, Florida, in Sections 8, 9, 16, 17, 20, and 21, Township 42 South, Range 43 East, Palm Beach County, Florida. (emphasis supplied)

This Pinner Deed does not specifically describe any lands conveyed, but only conveys "all of Grantors' right, title and interest in and to any real property", which may be located in two municipalities and six sections, which sections comprise approximately six square miles.

d. Quit Claim Deed from PINNER, INC., a dissolved Florida corporation, to NORTH PALM BEACH PROPERTIES, INC., a Florida corporation, recorded August 2, 2017, in Official Records Book 29260, Page 1700, of the Public Records of Palm Beach County, Florida (the "Final QCD"), a copy of which is attached hereto as *Exhibit "I"*. The Final QCD purports to convey:

All of the Grantors' right, title and interest in and to any real property located within the corporate limits of the VILLAGE OF NORTH PALM BEACH, Florida, and within the corporate limits of the TOWN OF LAKE PARK, Florida, in Sections 8, 9, 16, 17, 20, and 21, Township 42 South, Range 43 East, Palm Beach County, Florida.... Such land specifically including all of Grantor's right, title and interest in the C-17 Canal right of way as said right of way property is described in that certain Easement Deed recorded in Deed Book 1156, Page 186, and that certain Easement Deed recorded in Deed Book 1163, 294 [sic]. (emphasis supplied)

The Final QCD contains no warranties of title and, as a result of the use of a quit claim deed, the grantor therein purports to convey the interest, if any, grantor may have in and to the described real property, signifying that if the grantor has no interest in the lands, then nothing is conveyed. This affirmation is further confirmed by the terms of the grant, "all of Grantors' right, title and interest in and to any real property" (emphasis supplied), which may be located in two

municipalities and six sections, which sections as stated above comprise of approximately six square miles. All indications are that the reference to the C-17 Canal right of way, which was not included in the Pinner Deed, was added gratuitously by the preparer who stated that: "This deed was prepared without benefit of a title search or examination".

7. Fund Title No. 7.02.01, a copy of which is attached hereto as *Exhibit "J"*, utilized by title underwriters throughout the State of Florida for determining marketability of real property specifically addresses the use of a Quit Claim Deed that fails to mention a specific interest in land, as follows:

## Blanket Description – Quitclaim Deed Without Specific Description

Shown in an abstract to a lot in X Subdivision is a quitclaim deed executed by A to B which was filed for record and which purports to quitclaim all of the grantor's right, title and interest in any property in several named subdivisions including X Subdivision without, however, describing any specific lot in that subdivision. Except for the quitclaim deed, the parties in question were complete strangers to the title, since their names appear nowhere else in the chain of title to the lot under examination. The Fund's opinion was requested as to whether the quitclaim should be considered a cloud.

The quitclaim deed merely mentions whatever interest the grantor may have had in property in X Subdivision as well as other subdivisions. In the Fund's opinion, the blanket quit claim deed could not be considered as notice that the grantor was claiming any interest in any specific lot. Therefore, The Fund's conclusion is that the quitclaim deed is not a cloud on the title to the lot....

- 8. Based on all of the foregoing, Defendant's assertion of ownership of the Disputed Lands is inferior to the ownership rights of Plaintiffs.
- 9. Plaintiffs allege superior ownership of the Disputed Lands, subject, however, to the easement rights of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("SFWMD"), as successor to the CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT in the Canal Easement, based upon the following: (a) Plaintiffs' ownership of the Lots adjacent to the Disputed Lands; (b) the Plat Considerations, including Property Line Continuations; and (c) the Plat Interpretation Standards.

- 10. Defendant claims to own title to the Disputed Property pursuant to Defendant's Ownership Evidence, notwithstanding the fact that: (a) no claim of ownership was made for over sixty (60) years by Defendant's predecessors in title; and (b) prior to Defendant's recent claim of ownership in the Disputed Lands, Plaintiffs were able to complete all of the following, without claim, demand or approval by any of Defendant's predecessors in title: (i) obtain from the Village of North Palm Beach permits as the owners of the Disputed Lands for the construction of docks on the Disputed Lands; (ii) obtain from the SFWMD authorizations for the construction of such docks on the Disputed Lands; (iii) construct such docks on the Disputed Lands; and (iv) utilize the docks located on the Disputed Lands.
- 11. Plaintiffs have attempted to assert their respective rights and titles to the Disputed Lands, otherwise have performed all conditions precedent to the filing of this action, and are entitled to have title to the Disputed Lands quieted in each of them.
- 12. Defendant's putative and asserted interest in and claim to the Disputed Lands constitutes a cloud on the title to the Plaintiffs' respective properties because it purports to represent that Defendant has some interest in or to those properties.
- 12. Plaintiffs have respective fee simple ownership of the Disputed Lands and Defendant has no right, estate, title, lien, or interest in or to the Disputed Lands whatsoever.
- 13. Plaintiffs have no adequate legal remedy.

WHEREFORE, Plaintiffs, LYDABELLE BICKNELL, as Trustee of the LYDABELLE BICKNELL REVOCABLE TRUST dated January 7, 2003; EDMOND L. PRETI, a single man, now married; THOMAS J. LUNDEEN and MICHELLE LUNDEEN, husband and wife; JOSEPH R. WILLIS and DEBORAH K. WILLIS, his wife; JOHN W. APGAR, JR., Trustee or his successors in trust, under the JOHN W. APGAR, JR. LIVING TRUST dated June 19, 2014; MICHAEL J. BURLEY, a single man, now married; PEDRO M. RIVERA-PIEROLA and NANCY F. RIVERA-PIEROLA, his wife; ELENA BUENO de GONZALEZ and GUILLERMO E.

GONZALEZ, wife and husband; JOSEPH R. KOLB and LORI M. KOLB, husband and wife; RONALD K. LANTZ and TINA LANTZ, his wife; and WILLIAM E. NEVILLE and SUZANNE E. NEVILLE, his wife, request that the Court enter a judgment in their favor granting the following relief:

- 1. Quiet title in the respective Plaintiffs and adjudge that the Disputed Lands are free of all claims, rights, title, interest, or equities of Defendant, and of all persons claiming by, through, or under Defendant since the filing of the Notice of Lis Pendens in this action;
- 2. A judgment confirming that, on the date of recording of the Plat of VILLAGE OF NORTH PALM BEACH, PLAT NO. 2, recorded in Plat Book 25, Page 59, of the Public Records of Palm Beach County, Florida ("Plat No. 2"), title to the submerged lands adjacent to Lots 1 through 11, Block 26, inclusive, of Plat No. 2, the boundaries of which submerged lands were defined by dashed lines on Plat No. 2 to the centerline of the C-17 Canal, vested in the respective owners of Lots 1 through 11, Block 26, of Plat No. 2, the submerged lands in the C-17 Canal to its centerline, as depicted on Plat No. 2, and for purposes of clarification, referred to above as the Disputed Lands, as more particularly described, as follows:

Lot 1, Block 26, Plat No. 2 ("Lot 1") vested in LYDABELLE BICKNELL as Trustee of the LYDABELLE BICKNELL REVOCABLE TRUST dated January 7, 2003, the submerged lands in the C-17 Canal adjacent to Lot 1 bordered by the following: (a) the Southwesterly landward property line of Lot 1; (b) the Westerly property line of Lot 1 extended from the landward Southwest corner of Lot 1 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 1 extended from the landward Southeast corner of Lot 1 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Westerly property line of Lot 1 extended and the Southeasterly property line of Lot 1 extended;

Lot 2, Block 26, Plat No. 2 ("Lot 2") vested in EDMOND L. PRETI, a single man, the submerged lands in the C-17 Canal adjacent to Lot 2 bordered by the following: (a) the Southwesterly landward property line of Lot 2; (b) the Northwesterly property line of Lot 2 extended from the landward Southwest corner of Lot 2 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 2 extended from the landward Southeast corner of Lot 2 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 2 extended and the Southeasterly property line of Lot 2 extended;

Lot 3, Block 26, Plat No. 2 ("Lot 3") vested in THOMAS J. LUNDEEN and MICHELE J. LUNDEEN, husband and wife, the submerged lands in the C-17 Canal adjacent to Lot 3

bordered by the following: (a) the Southwesterly landward property line of Lot 3; (b) the Northwesterly property line of Lot 3 extended from the landward Southwest corner of Lot 3 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 3 extended from the landward Southeast corner of Lot 3 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 3 extended and the Southeasterly property line of Lot 3 extended;

Lot 4, Block 26, Plat No. 2 ("Lot 4") vested in JOSEPH R. WILLIS and DEBORAH K. WILLIS, his wife, the submerged lands in the C-17 Canal adjacent to Lot 4 bordered by the following: (a) the Southwesterly landward property line of Lot 4; (b) the Northwesterly property line of Lot 4 extended from the landward Southwest corner of Lot 4 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 4 extended from the landward Southeast corner of Lot 4 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 4 extended and the Southeasterly property line of Lot 4 extended;

Lot 5, Block 26, Plat No. 2 ("Lot 5") vested in JOHN W. APGAR, JR., Trustee, or his successors in trust, under the JOHN W. APGAR, JR. LIVING TRUST dated June 19, 2014, the submerged lands in the C-17 Canal adjacent to Lot 5 bordered by the following: (a) the Southwesterly landward property line of Lot 5; (b) the Northwesterly property line of Lot 5 extended from the landward Southwest corner of Lot 5 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 5 extended from the landward Southeast corner of Lot 5 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 5 extended and the Southeasterly property line of Lot 5 extended:

Lot 6, Block 26, Plat No. 2 ("Lot 6") vested in MICHAEL J. BURLEY, a single man, the submerged lands in the C-17 Canal adjacent to Lot 6 bordered by the following: (a) the Southwesterly landward property line of Lot 6; (b) the Northwesterly property line of Lot 6 extended from the landward Southwest corner of Lot 6 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 6 extended from the landward Southeast corner of Lot 6 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 6 extended and the Southeasterly property line of Lot 6 extended:

Lot 7, Block 26, Plat No. 2 ("Lot 7") vested in PEDRO M. RIVERA-PIEROLA and NANCY F. RIVERA-PIEROLA, his wife, the submerged lands in the C-17 Canal adjacent to Lot 7 bordered by the following: (a) the Southwesterly landward property line of Lot 7; (b) the Northwesterly property line of Lot 7 extended from the landward Southwest corner of Lot 7 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 7 extended from the landward Southeast corner of Lot 7 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 7 extended and the Southeasterly property line of Lot 7 extended;

Lot 8, Block 26, Plat No. 2 ("Lot 8") vested in ELENA BUENO de GONZALEZ and GUILLERMO E. GONZALEZ, wife and husband, the submerged lands in the C-17 Canal adjacent to Lot 8 bordered by the following: (a) the Southwesterly landward property line of Lot 8; (b) the Northwesterly property line of Lot 8 extended from the landward Southwest corner of Lot 8 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 8 extended from the landward Southeast corner of Lot 8 to the centerline of the C-17 Canal; and (d) the

centerline of the C-17 Canal between the Northwesterly property line of Lot 8 extended and the Southeasterly property line of Lot 8 extended;

Lot 9, Block 26, Plat No. 2 ("Lot 9") vested in JOSEPH R. KOLB and LORI M. KOLB, husband and wife, the submerged lands in the C-17 Canal adjacent to Lot 9 bordered by the following: (a) the Southwesterly landward property line of Lot 9; (b) the Northwesterly property line of Lot 9 extended from the landward Southwest corner of Lot 9 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 9 extended from the landward Southeast corner of Lot 9 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 9 extended and the Southeasterly property line of Lot 9 extended:

Lot 10, Block 26, Plat No. 2 ("Lot 10") vested in RONALD K. LANTZ and TINA LANTZ, his wife, the submerged lands in the C-17 Canal adjacent to Lot 10 bordered by the following: (a) the Southwesterly landward property line of Lot 10; (b) the Northwesterly property line of Lot 10 extended from the landward Southwest corner of Lot 10 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 10 extended from the landward Southeast corner of Lot 10 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 10 extended and the Southeasterly property line of Lot 10 extended; and

Lot 11, Block 26, Plat No. 2 ("Lot 11") vested in WILLIAM E. NEVILLE and SUZANNE E. NEVILLE, his wife, the submerged lands in the C-17 Canal adjacent to Lot 11 bordered by the following: (a) the Southwesterly landward property line of Lot 11; (b) the Northwesterly property line of Lot 11 extended from the landward Southwest corner of Lot 11 to the centerline of the C-17 Canal; (b) the Southeasterly property line of Lot 11 extended from the landward Southeast corner of Lot 11 to the centerline of the C-17 Canal; and (d) the centerline of the C-17 Canal between the Northwesterly property line of Lot 11 extended and the Southeasterly property line of Lot 11 extended.

(The judgment will recognize that the ownership rights in and to the submerged lands in the C-17 Canal described above of the respective owners of Lots 1 through 11, inclusive, are subject to the rights of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT established by those easements recorded in Deed Book 1156, Page 186, and Deed Book 1163, Page 294, both of the Public Records of Palm Beach County, Florida.)

3. Grant the Plaintiffs such other relief, both equitable and legal, as the Court deems just and proper.

Date: September \_\_\_\_\_\_, 2018

JECK, HARRIS, RAYNOR & JONES, P.A. Attorneys for Plaintiffs

Geoffrey L. Jones

Florida Bar No.: 716898

Richard Percic

Florida Bar No. 373184

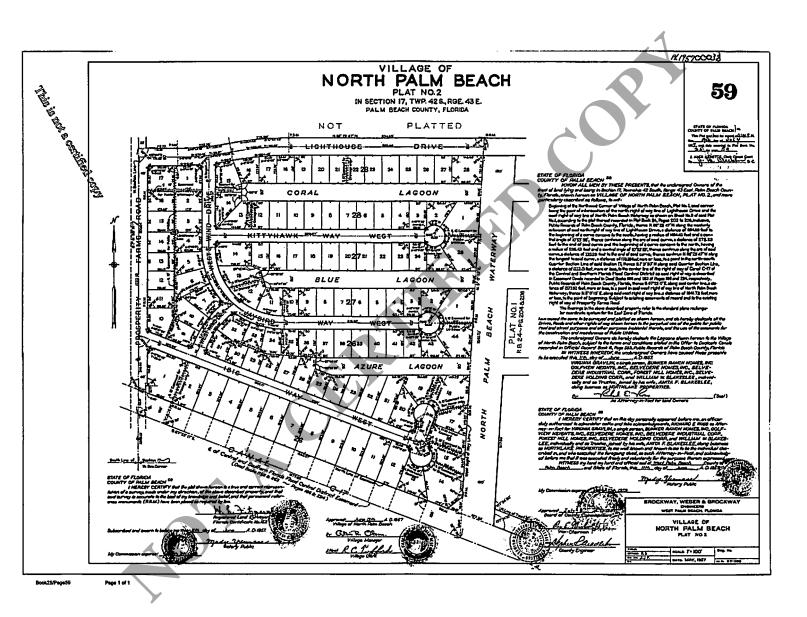
790 Juno Ocean Walk, Suite 600

Juno Beach, FL 33408-1121 Telephone: (561) 746-1002

Facsimile: (561) 775-0270

E-Service: <u>eservice@JHRJPA.COM</u> E-Mail: <u>GJones@JHRJPA.com</u> P-

# EXHIBIT "A"



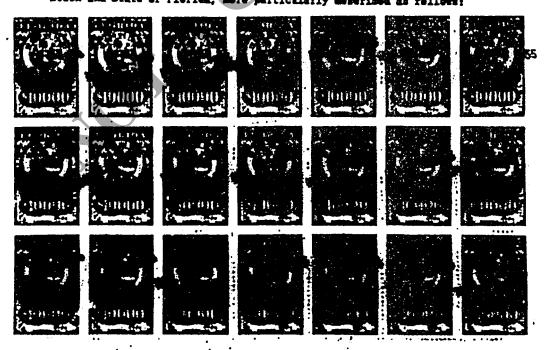
# EXHIBIT "B"

# THE 1114 HE 281

A. D. 1988, METHER MARKERS LIFE AND CASUALTY COMPANY, a corporation existing under the lass of the State of Illinois, and daly authorized to transact business in the State of Florida, party of the first part, and MORTH PALM MERCH, INC., a corporation existing under the lass of the State of Florida and whose permanent address is P. O. Bex 2612, West Palm Beach, Florida, of the County of Palm Beach, and State of Florida, party of the second part,

## WITHESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Bellars (\$18.00), to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, seld, aliened, remised, released, conveyed and confirmed, and by these presents deth, grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors and assigns forever, all these certain percels of land lying and being in the County of Palm Beach and State of Florida, more particularly described as follows:

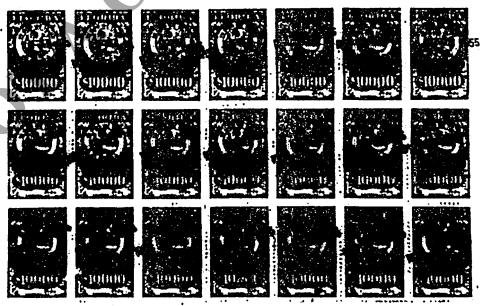


# DEG 1114 ME 281

A. D. 1855, MEMBER BURERS LIFE AND CASULLY CONTRY, a corporation existing under the lase of the State of Illinois, and daly authorized to transact business in the State of Florida, party of the first part, and ECRIM PALM MEMCH, INC., a corporation existing under the lase of the State of Florida and whose permanent address is P. O. Bex 2012, North Palm Boach, Florida, of the County of Palm Boach, and State of Florida, party of the second part,

## WITHESSETH

That the said party of the first part, for and in consideration of the sum of Ten Bellars (\$18.00), to it in hand paid, the receipt whereof is hereby acknowledged, has granted, barquined, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth, grant, barquin, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors and assigns forever, all these certain parcels of land lying and being in the County of Palm Beach and State of Florida, more particularly described as follows:



## EE81114 PAGE 282

State of FLORIDA

County of PALM BEACH

Hereby Extiliy, that on this day personally appeared before me, an officer duly authorized to administer ouths and take acknowledgments.

M. Bloanor Types

Vice President of FIRST NATIONAL BANK IN PALM BEACH, a corporation to me well known to be the individual and officer of said corporation described in and who executed the foregoing satisfaction piece and duly acknowledged before me that said corporation executed the same for the purposes therein expressed as the act and deed of said corporation.

In Wilness Whereof, I have hereunto set my hand and affixed my official seal at PALM BEACH , said County and State, this 12th day of

November

, A. D. 19 64

My Commission expires on the

day of Banded Of County Street 21 10671 D. 19

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listaction of Mortgagi

Recorded in Official Record Book of Palm Beach County Florida J. ALEX ARNETTE CLERK OF CIRCUIT COURT

State of FLORIDA County of PALM BEACH

I Hereby Certify, that on this day personally appeared before me, an officer duly authorized to administer ouths and take acknowledgments. M. Eleanor Hyers

of FIRST NATIONAL BANK IN PALM BEACH Vice President , a corporation to me well known to be the individual and officer of said corporation described in and who executed the foregoing satisfaction piece and duly acknowledged before me that said corporation executed the same for the purposes therein expressed as the act and deed of said corporation.

In Wilness Willred, I have hereunto set my hand and affixed my official seal at PALM BEACH , said County and State, this 12th

November

.A.D. 19 64 4

My Commission expires on the Notary Police State of Florida at Language day of Bonded by Augustan Spraty Do. of N. Y.

Recorded.in Official Record Book of Palm Beach County, Florida J. ALEX ARNETTE CLERK OF CIRCUIT COURT

## PARCEL A

The North Half of the Northwest Quarter, and Government Lot 1, less the plat of Kelsey City, all in Section 21, Township 42 South, Range 43 East; and all that part of the North Half of Section 20, Township 42 South, Range 43 East, lying east of State Road A-1-A, less the Plat of Kelsey City, together with all riparian and littoral rights thereof, and subject to the right of ways for public roads of record.

## HARCEL B

Southwest 1/4 of the Southwest 1/4 and Government Lot 4 in Section 16, and South 1/2 of the Southeast 1/4 of Section 17, less the Mest 3/4 of the South 1/2 of the Southwest 1/4 of the Seathwest 1/4 of Section 17, all in Township 42 South, Range 43 East together with all riparian and littoral rights thereto, and subject to the lights of way for public road purposes of record.

## PARCEL C

Morthwest 174 of the Southwest 174 and Government Lot 3 in Section 16, and Morth 172 of the Southeast 174 of Section 17, M13 In Tommhip 42 South, Range 43 East, together with all Fightism and litteral rights thereto, and subject to the rights of very for public road purposes of record.

## PARCEL D

Northwest 1/4 of the Northwest 1/4 and Government Lot 2 in Nection 16, and South 1/2 of the Northeast 1/4 of Section 17, -all in Toumship 42 South, Range 43 East, together with all riperion and littoral rights thereto, and subject to the rights of may for public road purposes of record.

## PARCEL E

Northwest 1/6 of the Northwest 1/4 and Government Lot 1 in Section 25, and North 1/2 of the Northeast 1/4 of Section 17, all in Township 42 Seath, Range 43 East, together with all imparism and littoral rights thereto, and subject to the rights of way for public good purposes of record.

## PARCEL C

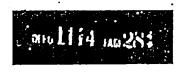
All of the East Half of Section 8, Township 42 South, Range 43 East, except the following described portions thereof:

The Zest 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4; the East 3/4 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4; the East 1/2 of the Northwest 1/4 of the North 1/2 of the Southeast 1/4 of the Northwest 1

slong the south line of said section b, a tistare of the feet to a point; thence notherly, said a an assistant in the preceding course of 860 los, measured, inchest to the said a distance of 2100 feets to a point of deflection; the said southerly, making an angle of deflection to the ent, to a point in the south line of the Ecriteast 1/4 of the Northeast 1/4 of said Section 8, said point being 400 test western by from an intersection of said south line of said bottheest 1/4 of the Hortheast Quarter with the westerly right of way line of the Intracoastal Materway, as shown on Florida. Inland Havigation District's plat of Section 8 and 7. Township 42 South, Range 45 East, as said plat is recorded in Florida; thence easterly, along said south line of the Eurite east Quarter of the Hortheast Quarter of said Section 8, a distance of 400 feet to an intersection with the said westerly right of way line of the Intracoastal Materway; thence southeasterly, along said westerly right of way line of the Intracoastal Materway, to an intersection with the east line of said Section 8; thence southerly, along said east line of section 8, to the Southeast corner of Section 8, and the point of beginning.

Also including all of Government Lots 1 and 2, Section 9, lying east of the right of way of the Intracoastal Materialy in Township 42 South, Earne 43 East; also including Lot 8, 9, 10, 11, 12, 13, 14, 15, and 16, of a subdivision of Government Lot 8 in Section 4, Township 42 South, Range 43 East, according to a plat on file in the office of the Clerk of the Circuit Court in and for Falm Beach County, Floride, in Plat Book 18, page 4, all lend in Government Lot 8, Section 4, Township 42 South, Range 43 East, lying south of the center line of Homet Food and the projection of said center line easterly to the waters of Lake Morth, as said center line of said Homet Road is shown upon the plat of said subdivision of said Section 8, together with any and all riperian and litteral rights to any and all of the included lands herein described, and subject to the rights of way of record for public read purposes, and expensets for soil disposal purposes.





## PARCEL F

A parcel of law in Sections 8 and 9, Township 42 South, Range 43 Fast, Palm Beach County, Florida, more particularly described as follows:

Beginning at the intersection of the waters of Lake Worth with the south line of said Section 9; thence run westerly, along the south line of said Section 9, to the southwest corner thereof; thence west erly, along the south line of said Section 8, a distance of NIA feet; thence northerly, making an angle with the preceding occase measured from east to north, of 860 10", a distance of 2100 feet to a point of deflection; thence northerly, making an angle of deflection to the wast, to a point in the mouth line of the Worth east Quarter of the Northeast Quarter of said Section 8, said politic 400 feet Westerly from an intersection of said south line of said Wol wast Quarter of the Northeast Quarter with the westerly right of of the Intracoastal Waterway, as shown on Florida Inland Mavigation; District's plat of Sections 8 and 9, Township 42 South, Range 49 East, as said plat is recorded in Plat Book 17, page 10, Public Records of Palm Beach County, Florida; thence easterly, along said south line of the Northeast Quarter of the Northeast Quarter of said Section 8, a distance of 400 feet to an intersection with the haid westerly right of way line of the Intracoastal Materways themes would easterly, along said westerly right of way line of the Intracoustal, Waterway, to the waters of Lake Worth; thence southerly, meandering the waters of the west shore of Lake Worth, to the point of beginning. together with any and all riparian and littoral rights to any and all of the included lands herein described, and subject to the rights of way of record for public road purposes, and easements for soil disposal purposes.

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It is not intended by this conveyance to convey any lands situate or lying Easterly of the center line of the waters of Lake Worth.

## Subject to:

- The lies or lies of any and all taxes levied and assessed against the above described lands or any part thorses for the year 1955 and subsequent years.
- All reservations, restrictions and easements of record and to applicable seeing ordinances and regulations of the Term of Labe Park and the County of Palm Beach,
- . 3. The following described mertgages, presently ensumbering Parcels D. E. F and G. above described, to-wit:
  - (a) Mertgage from Tesdem, Inc. to Malter W. Poskett, as Trustee of The Caves Company-Hassock Trust, under Indenture of Trust reserved in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Book 1039, page 180 of Deeds, dated December 10, 193 and recorded in Mortgage Book 601, at page 399 of the Palm Beach County Records.
  - (b) Hertgage from Ralph Stelkin to Walter W. Feskett, as Trustee of The Caves Company Trust Rumber One, under Indenture of Trust recorded in the effice of the Clerk of the Climiti Court in and for Palm Beach County, Ploride, in Book 1041, page \$83 of Deeds, and Walter W. Feskett, an individual, dated April 26, 1954, and recorded in Hortgage Book \$13, at page 344 of the Palm Beach County Records.

which the granter (party of the first part) covenants and agrees to pay, it being understood and agreed between the parties hereto that the grantee ( party of the second part) is not obligated in any way to pay off said mortgages. In the event however that the granter defaults in making payments on said mortgages, the grantee may make payments thereon or pay off the entire indebtedness represented by said mortgages and receive credit for such payments on the parchase money mortgage which the grantee is this date making, as mortgager, to the granter, as mortgages.

TO HAVE AND TO HOLD the same in fee simple ferever.

And the said party of the first part, for itself and for its successors, the above described and hereby granted and released premises, and every part and parcel thereof, with the appartenances, unto the said party of the second part, its successors and assigns, against the said party of the first part, its successors, and against all and every person or persons whomsoever lawfully claiming or to claim the same, by, through and under the granter herein, shall and will warrant and by these presents forever defead.

## m 1114 m 286

IN WITHERS MINISOP, the said party of the first part has caused these presents to be signed in its name by its Vice- President and its corporate seal to be affired, attested by its Asst.-Secretary the day god year above written.

Lina Felderan

COUNTY OF Lack

I HERRET CERTIFY, That on this 9th day of November

A. D. 1855, before me personally appeared C. L. Little and G. D. Marie Decretary of Maries LIPE AND CARRIET COMPANY, a serperation existing under the laws of the State of Illimois and duly authorized to transact business in the State of Plerida, to me known to be the persons described in and the emented the foregoing conveyance to MORTH PALM BEACH, INC., a comporation existing under the laws of the State of Florida, and severally acknowledged the expection thereof to be their free act and deed as such efficient, for the uses and purposes therein mentioned; and that they affixed thereto the efficial scal of said comporation, and the said instrument is the act and deed of said comporation.

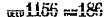
MITHESS my signature and official seal at the engine in the County of Lank , State of Silvers , the day and year last aforesaid.

Hotary Parking

My commission expires: March 11, 19.

Inis instrument was filed for thought at 2 P. M. 15 any of 720. 1955 and recorded in Book and Page nated above. Pages welfled. I ALEX AMMETTE, Clark Circuit Court, Palm Brach County, Fig. By Shadanadde Manages Denty Court

# E<sup>\*</sup>



## EASEMENT DEED

THIS INDENTURE, Made this the 17th day of September A. D., 1555, 13 and 15th the 17th day of September A. D., 1555, 13 and 15th the Part Beach, IRC., 2 Ploride corporation, of the first part, hereins the property to as the grantor, and CANTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, a body corporate, created by the Acts of the Legislature of Florida, 1949, with its principal office at 901 Evernia Street, West Palm Beach, Palm Beach County, Florida, of the strond part, hereinster referred to as the grantee.

## WITHESSETH:

That for and in consideration of the sum of One Dollar and other good and valuable considerations in hand paid by the granter to the grantor, the receipt of which is hereby acknowledged, the grantor does hereby grant, bargain, sell and convey unto the grantee, CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, its successors and assigns, the perpetual easement and right for and the exclusive use and enjoyment of the following described lands situate in the County of Palm Beach, State of Florida:

All that part of the Southeast one-quarter (SEt) of Section 17, Township 42 South, Range 43 East, and all that part of the West one-half of the Southwest one-quarter (Wt of SWt) and of Government Lot 4, of Section 16, Township 42 South, Range 43 East, which includes a part of Tract B, and a part of Southwind Drive, and a part of Lots 24 through 35 inclusive in Block 3 as shown on Sheet 3 of 5 of Plat No. 1, Village of North Palm Beach, as recorded in Plat Book 24, page 204, and a part of Block 1 and a part of Lots 1 through 23 inclusive of Block 3 as shown on Sheet 2 of 5 of Plat No. 1, Village of North Palm Beach, as recorded in Plat Book 24, page 205 of the Public Records of Palm Beach County, Florida, lying within the following described parcel of land:

Begin at the Southwest (SW) corner of the Southeast one-quarter (SEI) of said Section 17, Township 42 South, Range 43 East, and bear North 1 31' 50" East along the west line of said Southeast one-quarter (SEI), a distance of 2375.63 feet to the point of beginning; Thence, South 67° 25' 17" East 23 distance of 2624.78 feet; Thence, North 22° 31' 43" East, a distance of 2.50 feet to a point of curvature; Thence, Southeasterly along the arc of a curve concave to the Southwest, having a radius of 707.50 feet, a central angle of 27° 17' 17" and a long chord bearing of South 53° 46' 38" East, a distance of 336.96 feet to the end of said curve; Thence, South 40° 08' 00" East, a distance of 899.16 feet; Thence, North 49° 52' 00" East, a distance of 7.50 feet to a point of curvature; Thence, Southeasterly along the arc of a curve concave to the Northeast, having a radius of 485 feet, a central angle of 50° 28' 28" and a long chord bearing of South 65° 22' 14" East, a distance of 427.26 feet to the end of said curve; Thence, North 89° 23' 32" East, a distance of 477.22 feet to the end of said curve; Thence, North 89° 23' 32" East, a distance of 4718.26 feet to a point of ourvature; Thence, suthercof with the centerline of the existing channel of the Intraccistal Waterway in the open waters of Lake Worth; Thence, South 89° 23' 32" West, a distance of 4718.26 feet to a point of curvature; Thence, Northwesterly along the arc of a curve, concave to the Northeast, having a radius of 715 feet and a central angle of 50° 28' 28", a distance of 629.88 feet to the end of said curve; Thence, North 49° 52' 00" East along a radiul line of said curve, a distance of 7.50 feet; Thence, North 40° 08' 00" West, tance of 7.50 feet; Thence, North 40° 08' 00" West,



## DEED 11517 FACE 187

A distance of Son 16 feet to a point of curvature; Thence, Northwesterly along the are of a curve, concave to the Scuthwest, having/a radius of 492.50 feet and a central angle of 27° 17' 17', a distance of 234.56 feet to the end of said curve; thence, North 22° 34' 43' East, along the radial line of said curve, a distance of 2.50 feet; Thence, North 67° 25' 17' West, a distance of 2543.96 feet to a point on the west line of the Southeast one-quarter (SE) of Section 17, Township 42 Youth, Range 43 East; Thence, North 1° 31' 50" East along the said west line, a distance of 225.01 feet to the point of beginning.

The bearings in the above description refer to the standard plane rectangular coordinate system for the East Zone of Florida.

LESS, However, the existing right of ways for Prosperity Parms Road and State Road #5 (U.S. #1).

for any and all purposes necessary, convenient, or incident to, or in connection with, the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation, water storage and allied purposes now or that may hereafter be conducted by the grantee herein, its successors or assigns, in carrying out the purposes and intents of the Statutes of the State of Florida relating to CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT presently existing or that may be enacted in the future pertaining thereto. Any part of the whole of the easement and right herein granted may be assigned by the grantee for use for flood control purposes.

SAVING AND RESERVING unto the grantor the following:

- (1). The right to construct two public bridges across Canal C-17 (Earman River Canal) within the above described land, after completion of construction of said Canal C-17 (Earman River Canal) by the grantee; said bridges to conform to the specifications of the State Road Department of the State of Florida and to the construction standards of the grantee.
- (2). The right to connect two lateral canals to Canal C-17 (Earman River Canal) within the above described lands.

All the covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the only proper use, benefit and behoof of the grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, this easement deed has been executed by the grantor whose hand and seal is affixed hereto the date first above written.

ATTEST:

Signed, Scaled and Delivered

in the presence of:

NORTH PALM BEACH, INC., a vlorida corporation

STATE OF PLORIDA
COUNTY OF PALM BEACH

DEED 1156 PART 188

I HEREBY CERTIFY, That on this day personally appeared before me, RICHARD E. ROCS and HERBERT A. ROCS

President and Scoretary respectively, of
NORTH FAIM BEACH, INC., a Florida corporation, to me known to be
the persons described in and who executed the foregoing Easement
Deed and acknowledged before me that they executed the same for
the purposes therein expressed, and the said instrument is the act
and deed of said corporation.

WITHESS my hand and official seal at West Palm Beach, in the State and County aforesaid, this the 17th day of September A. D., 1956.

Novary Public

My Commission Expires: 9-5-59

This instrument was first for Record
2L.M this Abday of Least 1056
and Recorded in Book and Page about above.
Record verified J. ALFN ARTETTE, Clerk
Circuit Court, Path, Beach county, Florida
By LLC W. C. Deputy Clerk

# EXHIBIT "D"

## THE 1163 M 2814

CASPICD FORM NO. 54

## EASINGERT DEED

THIS INDESTREE, Made this the 14th day of Movember A. D., 1956 , by unit between MORIE PAIM REACH, INC., a Florida Componention,

of the first part, hereinafter referred to as the granter, and CEMBAL AND SOUTHERN FLORIDA FLORD Chymnel DISTRICT, a body corporate, created by the Acts of the Legislature of Florida, 1949, with its principal office in the Common Building, West Palm Beach, Palm Beach County, Florida, of the second part, hereinafter referred to as the granter.

## WITERSSETE:

That for and in consideration of the sum of One Dollar and other good and valuable considerations in hand paid by the grantee to the granter, the receipt of which is bereby schnowledged, the granter does hereby grant, bargain, sell and convey unto the grantee, CHRIMAL AND SOUTHERN FIGURE FIGURE CONTROL DESTRICT, its successors and easigns, the perpetual excessor and right for and to the exclusive use and enjoyment of the following described lands situate in the County of Palm Beach State of Florida:

A parcel of land in the Southeast one-quarter (SEL) of Section 17, Township 52 South, Range 53 East; said parcel of land being more specifically described as follows:

Beginning at the South one-quarter (SL) corner of Section 17, Township 52 South, Range 53 East, bear Horth 1° 31° 50° East, along the wast line of the said South-cast one-quarter (SEL), a distance of 2375.52 feet; Thence, South 57° 25° 17°

East, a distance of 35.36 feat to an intersection thereof with the east right of way line of Prosperity Farms East and the point of beginning; Thence, continue South 67° 25° 17° East, a distance of 16.07 feet; Thence, Horth 1° 31' 50° East, parallel to the said East Right of Way line of Prosperity Farms Road, a distance of 35.77 feet; Thence, Horth 80° 28' 10° West, a distance of 15.0 feet; Thence, South 1° 31' 50° West, along the said East Right of Way Line of Prosperity Farms Road, a distance of 30.0 feet to the point of beginning.

The bearings in the above description refer to the standard plane rectangular coordinate system for the East Zone of Florida.

for any and all purposes necessary, convenient, or incident to, or in connection with, the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation, water storage and allied purposes now or that may hereafter be conducted by the grantes herein; its successors or savigus, in carrying out the purposes and intents of the Statutes of the State of Florida relating to CERNAL AND SOURCE FLORIDA FLOOD CONTROL HERRICT presently existing or that may be exacted in the Juture pertaining thereto, and does further grant, bargain, sell and convey unto the grantes beroin, its successors and assigns, the full, complete, and absolute title to all such materials as may be excavated, dredged or otherwise reserved from said lands in connection with any of the purposes above mentioned. Any part of the whole of the casement and right herein granted may be essigned by the grantes for use for any public purposes.

All the covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective executors, administrators, personal representatives, keirs, successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appartenances thereunto belonging or in anywise incident or appartaining to the only proper use, benefit and behoof of the grantce, its successors and assigns, forever.

FORM NO. 54 8.

IN WINNESS WHEREIF, this easement deed has been executed by the grantor whose hand and seal is affixed hereto the date first above written.

MORTH PALM BRACH, INC., a Florida Corporation

Secretary

Signed, Scaled and Delivered in the presence of:

STATE OF FLORIDA

COUNTY OF PALM BRACE )

I RESERV CERCIFY, That on this day personally appeared HERERT A. ROSS Secretary

Vice-President and respectively, of

HORTH PAIM BEACH, INC., a Plorida Corporation,
to me known to be the persons described in and who executed the foregoing Essement Deed
and schoolsdged before me that they executed the same for the surposes therein
expressed, and the said instrument is the net and deed of said corporation.

WITHES my hand sud official scal at Yest Folm Brooch, in the State and County aforesaid, this the 14th day of November A. D., 19 56.

My commission expires: 9-5-59

My Comission Expires:

# F CERTIFIED

# EXHIBIT "E"

## 31 PAGE 682

## 197 MR 18 PH 3 GRATIFICATE AMENINIEG CHARTER OF MORTH PALM BEICH, INC.

STATE OF FLORIDA ; SI COUNTY OF PALM BEACH)

We, the undersigned President and Socretary of North Palm Beach,
Inc., a stock corporation organized under the laws of the State of Florida,
do hereby make and attest this certificate and certify as follows:

- 1. That the Cartificate of Incorporation of North Palm Boach, Inc. is hereby amended in campliance with the lawn of the State of Florida to change the name of said corporation to North Palm Boach Properties, Inc.
- 2. rfield amendment was unanimously approved by the Board of Directors and all of the stockholders of the comporation at a special meeting hald for that purpose on March 6, 1957.

IN WITHESS WHEREOF, we have made and executed this Certificate this 12th day of March, A. D. 1957, at West Palm Beach, Plorida.

/s/ Richard B. Ross Provident	(SEAL)
/s/ Herbert A. Ross	(5EAL)
Secremey	μ
Of North Palm Brack, Inc., a l	Fiorida corporation

Swarn to and subscribed before me this 12ffday of March, A. D. 1957, 2 West Palm Bunch, Florida.

Helary Fable, tile of Florida at Large

My commission empirees 9-5-59



I, R.A. Gray, Secretary of State of the State of Florida, do hereby certify that the above and foregoing is a true and correct copy of

Certificate of Amendment to Certificate of Incorporation of NORTH PALM BEACH, INC., a corporation organized and existing under the Laws of the State of Florida, changing its corporate name to NORTH PALM BEACH PROPERTIES, INC., filed on the 14th day of March, A. D., 1957, as shown by the records of this office.

Given under my kond and the Great Seal of s the State of Florida at Tullahasse, the Capitul, this the var day of secon

Secretary of State

RECORDED IN OFFICIAL RECORD BOOK
OF PALM BEACH COUNTY, FLORIDA

J. ALEX ARNETTE
CLERK OF CIRCUIT COURT

# 

# EXHIBIT "F"

### ## 63'ma 68

### WARRANTY DEED

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THIS INDENTURE, Made this list day of May, A.D. 1957, between a MORTH PALM BEACH PROPERTIES, INC., a Florida corporation, Granter, and VIRGINIA GRAVLIN, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELYEDERE HOMES, INC., BELYEDERE HOMES, INC., BELYEDERE HOLINIK CORP, AND WILLIAM W. BLAKESIEE, as Trustee, doing business as NORTHLAKE PROPERTIES, Grantee, whose mailing address is Village Hall, Morth Palm Beach, Florida,

Granter, in consideration of the sum of Seven Hundred Thousand Dollars (\$700,000,00) paid by Grantes, the receipt of which is bereby acknowled ;rd, has granted, bargained and sold to Grantes, his heirs, successors and assigns, forever, the following described land, situate, lying and being in Pain. Beach County, Florida:

Property more particularly described on Schedule A attached hereto.

Subject to reservations, restrictions, limitations and easements of record, and taxes for the year 1957.

Subject to mortgage dated November 12, 1955, from North Palm Beach, Inc. to Bankers Life and Casualty Company, recorded in Mortgage Book 554, at page 360, Public Records of Palm Bank County, Florida, securing note in the original principal amount of \$3,002,000.00.

Subject to mortgage dated August 1, 1956, from North Palu, Posch, Inc. to Selected Investments Corporation, recorded to Mortgage Book 717, page 59, Public Records of Palm Deach County, Florida, securing note in the original principal amount of \$650,000,00.

Subject to mortgage dated September 1, 1750, Irom North Palm Beach, Inc. to Selected Investments Cosporation, recorded in Mortgage Book 120, page 628, Public Records of Palm Beach County, Florids, security note in the original principal amount of \$200,000.00.

Each of the words "Granter" and "Granter" and the pronouns referring thereto, whenever used herein, whether in the singular or plural shall be singular if one only and shall be pural jointly and severally, if more than one, and shall be masculine, feminion and/or senter, ind shall include the heirs, legal representatives, successors and assigns, of said parties, wherever the context so implies or admits.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this deed under Seal on the above date.

Signed, solled and delivered in the NORTH PALM BEACH PROPERTIES, INC. presence of

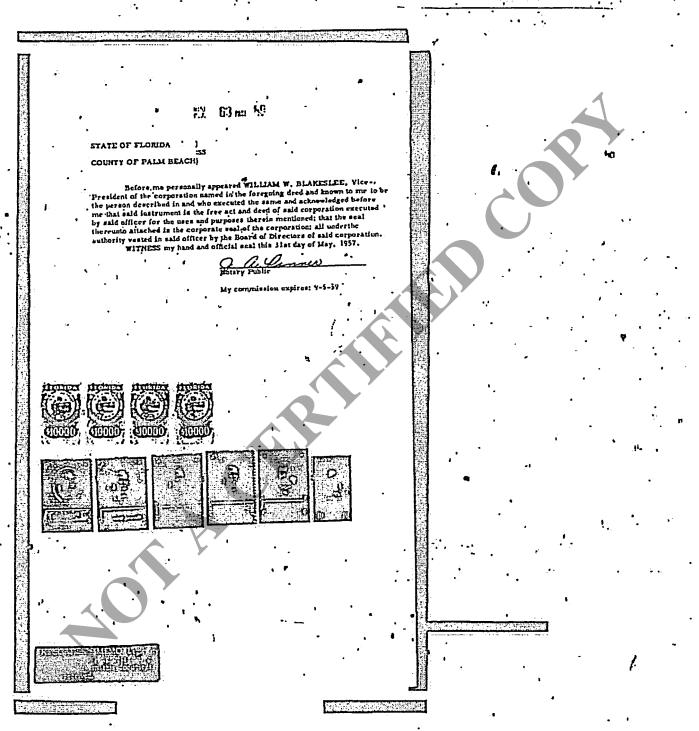
J. a. Lines

Wice-President

Order: 6321672 Doc: 63-88 REC ALL Page 1 of 4

Requested By: Cheryl Lieberman , Printed: 7/10/2017 3:01 PM

Defendants - 0028



Order: 6321672 Doc: 63-88 REC ALL

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Requested By: Cheryl Lieberman , Printed: 7/10/2017 3:01 PM

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POTENTIAL PAR

### Percel En.1

A percel of land lying and bring in Section 17, Township &2 Scoth, Range &3 East, Falm Reach County, Florids, more particularly described as follows:

Palm Basch County, Florida, more particularly described as follows:

Degioning at the Sorthanst Commer of Villags of Borth Palm Basch, Flat Boy 1, said corner being the point of intersection of the scorth right-of say line of Lightheses he're and the west right of way line of Korth Palm Basch Waterway as shown on Daset Row as the Waterway as those on Daset Row as a first Boy and Palm Basch County, Floridat thereof Row Palman of Daset Palman and Palman of Palman Basch County, Floridat thereof Row Dases 202 to 105, Isolantive, Palmis Records of Palm Basch County, Floridat thereof Row Palman and Palman Palman

SUSTING to existing presents of record and to the existing right of way of Prosperity.

### · Percel Bo.2

A percal of land in Sections 16 and 17/ Rosenbly \$2 Booth, Roses \$3 Dark, Palm Bosch County, Florids, more perticularly described as follows:

SHIPER to the right of way of said State Road So.5. "

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Requested By: Cheryl Lieberman , Printed: 7/10/2017 3:01 PM

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### Fercel Bo.]

Beginning at a point is the morth line of the Southeast Quarter of the South-yeart Quarter of Section 15, Essening \$2 South, Degs \$3, Zast, Falls Seach County, Florida, at a distance of \$507 feet westerly, measured along the morth line of said Southeast Quarter of the Southeast Quarter and along the morth line of Box-Food So. 5 (M.S.Migheay So.1); themes westerly, along the morth line of Said Southwest Charter of the Southeast Quarter of Section 16 and along the morth line of the South Balf of the Southeast Quarter of Section 17 of said Township and large, a distance of 1525 feet; themes southerly, at right angles to the preced-ing course, a distance of 1500 feet; themes easterly, parallel to the morth line of the South-Salf of the Southeast Quarter of said Section 17 and to the north line of the Southeast Quarter of said Section 17 and to the north line of the Southeast Quarter of the Southeast Quarter of said Section 16, a distance of 1503.5 feet, more or loss, to a point in a line receing southerly from the point of beginning at right sagles to the north line of the purcel here-in described; themes mortherly, along said lim, a distance of 1000 feet to the point of beginning.

" SUBJECT to existing essentia or right of ways.

### Percel Back

Percel Bo.4

Deginning at a point in the sorth line of the North Ealf of the Southeast Quarter of Section 17, Doublity 42 Sorth, Sanga 43 East, Falls Beach County, Fincelia, at a distance of 502 feet westerly, seasured along the corth line of Coverment Left and slong toe north line of the Doublewet Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of and Section 16 of said forestip and Ramps, and along the sorth line of the Southeast Quarter of and Section 17, from the westerly right of way line of State South saif of the Southeast Quarter or said Section 17, a distance of 100 feet, sorte or less, to the northwest conser of the South Kalf of the Southeast Quarter to the Southeast Quarter of and Section 17, thence senterly, along the west line of said South Saif of the Southeast Quarter to the Southeast conser of the Southeast Quarter to the Southeast Quarter of said Section 17, thence essterly, along the north line of said South Balf of the Southeast Quarter to the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter; of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter; along the cast line of said deat prese-Quarters of the Southeast Quarter; along the cast line of said deat increase of the Southeast Quarter of a point of he Southeast Quarter of the Southeast Quarter of the Southeast Quarter; to a point in a line parallal to, and 1000 feet southerly from secured at right engles to, the parallal to, and 1000 feet southerly from the point of beginning at right angles to the point in a line parallal to, and 1000 feet southerly from the southeast quarter of a parallal time, to a point in a line parallal time, and sold security for the southeast quarter of parallal line, to a point in a line parallal time, and sold security for the point of beginning at right angles.

SUBJECT to existing essentit or right of ways.

### Parcel No.5

Perceius 1. September 1. Septem

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Order: 6321672 Doc: 63-88 REC ALL

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Defendants - 0031

# Total Andrews of Andre

# EXHIBIT "G"

### Exhibit "G"

### Chains of Title

### LOT 1, BLOCK 26, PLAT NO. 2 – 800 IBIS WAY, NORTH PALM BEACH, FL

- 1. Warranty Deed from VIRGINIA GRAVLIN BROWN, a free dealer, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP. and WILLIAM W. BLAKESLEE, individually and as Trustee, joined by his wife ANITA F. BLAKESLEE doing business as NORTHLAKE PROPERTIES, to CONTINENTAL TITLE COMPANY, recorded December 28, 1961, in Official Records Book 718, Page 109;
- 2. Warranty Deed from CONTINENTAL TITLE COMPANY, a Florida corporation, to CHURCH OF CHRIST, INC. of WEST PALM BEACH, FLORIDA, recorded January 6, 1966, in Official Records Book 1313, Page 424;
- 3. Warranty Deed from CHURCH OF CHRIST OF WEST PALM BEACH, INC., to JAMES L. FLEMING and SYVILLA FLEMING, his wife recorded July 5, 1968, in Official Records Book 1663, Page 283;
- 4. Warranty Deed from JAMES L. FLEMING and SYVILLA FLEMING, his wife, to TIMOTHY J. WENGIERSKI recorded September 3, 1970, in Official Records Book 1836, Page 68;
- 5. Warranty Deed from TIMOTHY J. WENGIERSEKI, joined by his wife, PATRICIA I. WENGIERSKI, to LYDABELLE BICKNELL ALDERMAN, a single woman, recorded April 25, 1973, in Official Records Book 2150, Page 1868;
- Quit-Claim Deed from LYDABELLE BICKNELL ALDERMAN, a single woman, to LYDABELLE BICKNELL ALDERMAN, as Trustee of THE LYDABELLE BICKNELL ALDERMAN REVOCABLE TRUST dated June 27, 1979 as amended and restated on July 25<sup>th</sup>, 1986, recorded August 26, 1986, in Official Records Book 4984, Page 1276; and
- 7. Quitclaim Deed from LYDABELLE BICKNELL formerly known as LYDABELLE BICKNELL ALDERMAN, a single woman, as Trustee of the LYDABELLE BICKNELL ALDERMAN REVOCABLE TRUST dated June 27, 1979 as amended and restated on July 25, 1986, to <a href="LYDABELLE BICKNELL">LYDABELLE BICKNELL</a> as Trustee of the LYDABELLE BICKNELL REVOCABLE TRUST dated January 7, 2003, recorded January 7, 2003, in Official Records Book 14636, Page 361.

### LOT 2, BLOCK 26, PLAT NO. 2 - 752 IBIS WAY, NORTH PALM BEACH, FL

 Special Warranty Deed from VIRGINIA GRAVLIN BROWN, a Free Dealer, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP. and HERBERT A. ROSS, as Successor Trustee and individually, joined by his wife, EDITH L. ROSS, doing business as NORTHLAKE PROPERTIES, to

- PINNER, INC., a Florida corporation, recorded December 31, 1963, in Official Records Book 958, Page 177;
- 2. Warranty Deed from PINNER, INC., a Florida corporation, to ROBERT J. HAFNER and BERTHA M. HAFNER, his wife, recorded December 10, 1964, in Official Records Book 1127, Page 232;
- 3. Warranty Deed from ROBERT J. HAFNER and BERTHA M. HAFNER, his wife, to JOSEPH CHONODY and GRACE L. CHONODY, his wife, recorded April 30, 1965, in Official Records Book 1197, Page 305;
- 4. Warranty Deed from JOSEPH CHONODY and GRACE L. CHONODY, his wife, to GEORGE COLOMBO, recorded March 24, 1969, in Official Records Book 1711, Page 84;
- 5. Warranty Deed from GEORGE COLOMBO, a single man, to HAMMILL L. NICHOLSON and JO ANNE NICHOLSON, his wife, recorded September 17, 1981, in Official Records Book 3597, Page 747;
- 6. Quitclaim Deed from HAMMILL L. NICHOLSON, a single man, and JO ANNE NICHOLSON, a single woman, to JO ANNE NICHOLSON, recorded September 10, 1996, in Official Records Book 9433, Page 483;
- 7. Warranty Deed from JO ANNE NICHOLSON, a single woman, to EDMOND L. PRETI, a single man, and KELLI K. HIGGINBOTHAM, a single woman, recorded August 22, 1997, in Official Records Book 9951, Page 522;
- 8. Quitclaim Deed from EDMOND L. PRETI and KELLI K. PRETI, formerly known as KELLI K. HIGINBOTHAM, husband and wife, to EDMOND L. PRETI and KELLI K. PRETI, husband and wife, as joint tenants with right of survivorship, recorded January 10, 2005, in Official Records Book 17988, Page 47; and
- 9. Quit Claim Deed from EDMOND L. PRETI and KELLI K. PRETI, formerly husband and wife, to EDMOND L. PRETI, a single man, recorded December 21, 2007, in Official Records Book 22337, Page 829.

### LOT 3, BLOCK 26, PLAT NO. 2 – 748 IBIS WAY, NORTH PALM BEACH, FL

- Special Warranty Deed from VIRGINIA GRAVLIN BROWN, a Free Dealer, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP., AND HERBERT A. ROSS, as Successor Trustee and individually, joined by his wife, EDITH L. ROSS, doing business as NORTHLAKES PROPERTIES, to PINNER, INC., a Florida corporation, recorded December 31, 1963, in Official Records Book 958, Page 177;
- 2. Warranty Deed from PINNER, INC., a Florida corporation, to ROBERT J. HAFNER and BERTHA M. HAFNER, his wife, recorded May 10, 1965, in Official Records Book 1201, Page 210.

- 3. Warranty Deed from ROBERT J. HAFNER, unmarried and widower of BERTHA M. HAFNER, to CHARLES L. LAURIE and ANNIE W. LAURIE, his wife, recorded April 6, 1966, in Official Records Book 1356, Page 89;
- Deed from MARK W. LAURIE, Personal Representative of the Estate of ANNIE W. LAURIE, deceased, to MARK W. LAURIE, CHARLES W. LAURIE, JR., and JEANNE ANNE WADDELL, recorded March 23, 1983, in Official Records Book 3904, Page 1944;
- 5. Quit-Claim Deed from CHARLES LAURIE, JR., to MARK W. LAURIE recorded March 23, 1983, in Official Records Book 3904, Page 1946;
- 6. Quit-Claim Deed from JEANNE ANNE WADDELL to MARK W. LAURIE recorded March 23, 1983, in Official Records Book 3904, Page 1947;
- 7. Warranty Deed from MARK W. LAURIE, joined by his wife TAMMY K. LAURIE to MATTHEW S. NUGENT and CAROLINE KELLS NUGENT, husband and wife, recorded September 9, 1986, in Official Records Book 4999, Page 506;
- 8. Warranty Deed from MATTHEW S. NUGENT and CAROLINE KELLS NUGENT, his wife, to GEORGE S. LAURENCE and CATHERINE A. LAURENCE, his wife, recorded October 14, 1994, in Official Records Book 8465, Page 1077;
- 9. Special Warranty Deed from GEORGE S. LAURENCE, an unremarried widower, to GEORGE S. LAURENCE, as Trustee under Trust Agreement dated May 26, 1994 and subsequently amended on April 17, 1997 and again on August 10, 1999, recorded May 22, 2000, in Official Records Book 11791, Page 1530; and
- 10. Trustee's Deed from GEORGE S. LAURENCE, a single person, individually and as Trustee under Trust Agreement dated 5-26-1994 and subsequently amended on April 17, 1997, and again on August 10, 1999, to <a href="https://example.com/THOMAS">THOMAS J. LUNDEEN and MICHELE J. LUNDEEN, husband and wife</a>, recorded July 26, 2002, in Official Records Book 13962, Page 60.

### LOT 4, BLOCK 26, PLAT NO. 2 – 744 IBIS WAY, NORTH PALM BEACH, FL

- 1. Special Warranty Deed from VIRGINIA GRAVLIN BROWN, a Free Dealer, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP., AND HERBERT A. ROSS, as Successor Trustee and individually, joined by his wife, EDITH L. ROSS, doing business as NORTHLAKES PROPERTIES, to PINNER, INC., a Florida corporation, recorded December 31, 1963, in Official Records Book 958, Page 177;
- 2. Warranty Deed from PINNER, INC., a Florida corporation, to E. JOHN DRUMHELLER and ALICE M. DRUMHELLER, his wife, recorded May 13, 1968, in Official Records Book 1654, Page 437; and
- 3. Warranty Deed from ALICE M. DRUMHELLER, an unremarried widow, to <u>JOSEPH R. WILLIS and DEBORAH K. WILLIS, his wife</u>, recorded November 2, 1993, in Official Records Book 7961, Page 1042.

### LOT 5, BLOCK 26, PLAT NO. 2 - 740 IBIS WAY, NORTH PALM BEACH, FL

- Special Warranty Deed from VIRGINIA GRAVLIN BROWN, a Free Dealer, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP., AND HERBERT A. ROSS, as Successor Trustee and individually, joined by his wife, EDITH L. ROSS, doing business as NORTHLAKES PROPERTIES, to PINNER, INC., a Florida corporation, recorded December 31, 1963, in Official Records Book 958, Page 177;
- 2. Warranty Deed from PINNER, INC., a Florida corporation, to ROY H. SEDDON and FRANCES M. SEDDON, his wife, recorded October 10, 1968, in Official Records Book 1679, Page 498;
- 3. Warranty Deed from ROY H. SEDDON and FRANCES M. SEDDON, his wife, to H. RICHARD HARMS and HELEN M. HARMS, his wife, recorded February 4, 1972, in Official Records Book 1977, Page 1064;
- 4. Warranty Deed from H. RICHARD HARMS and HELEN M. HARMS, his wife, to OTTO J. VYMLATIL and F. JEAN VYMLATIL, recorded August 27, 1974, in Official Records Book 2343, Page 1636;
- 5. Warranty Deed from OTTO J. VYMLATIL and F. JEAN VYMLATIL, his wife, to HERBERT D. VANDEPOL and PATRICIA C. VANDEPOL, his wife, recorded July 3, 1980, in Official Records Book 3320, Page 1183;
- 6. Warranty Deed from HERBERT D. VANDEPOL and PATRICIA C. VANDEPOL, his wife, to PATRICIA C. VANDEPOL, recorded April 6, 1982, in Official Records Book 3703, Page 312;
- 7. Warranty Deed from PATRICIA C. VANDEPOL, unmarried, to THOMAS O'CONNOR and ISOBEL A. O'CONNOR, his wife, recorded June 7, 1983, in Official Records Book 3961, Page 397;
- 8. Certificate of Title in case styled, GOLDOME F.S.B., Plaintiff, vs. THOMAS O'CONNOR, et al., Defendants, in favor of GOLDOME F.S.B. recorded April 29, 1988, in Official Records Book 5653, Page 668;
- 9. Warranty Deed from GOLDOME FSB to JOHN W. APGAR and SUSAN S. APGAR, his wife, recorded June 17, 1988, in Official Records Book 5707, Page 147; and
- 10. Warranty Deed from JOHN W. APGAR a/k/a JOHN W. APGAR, JR., an unremarried widower, to <u>JOHN W. APGAR, JR., Trustee, or his successors in trust, under the JOHN W. APGAR, JR. LIVING TRUST dated June 19, 2014</u>, and any amendments thereto, recorded July 1, 2014, in Official Records Book 26887, Page 1295.

### LOT 6, BLOCK 26, PLAT NO. 2 – 736 IBIS WAY, NORTH PALM BEACH, FL

- 1. Special Warranty Deed from VIRGINIA GRAVLIN BROWN, a Free Dealer, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP., AND HERBERT A. ROSS, as Successor Trustee and individually, joined by his wife, EDITH L. ROSS, doing business as NORTHLAKES PROPERTIES, to PINNER, INC., a Florida corporation, recorded December 31, 1963, in Official Records Book 958, Page 177;
- 2. Warranty Deed from PINNER, INC., a Florida corporation, to ROBERT E. OWEN and HAZEL D. OWEN, his wife, recorded January 26, 1967, in Official Records Book 1480, Page 99;
- 3. Warranty Deed from ROBERT EARL OWEN and HAZEL D. OWEN, his wife, to ROBERT MESSLER and GLORIA F. MESSLER, his wife, recorded February 3, 1972, in Official Records Book 1977, Page 406;
- 4. Warranty Deed from ROBERT MESSLER and GLORIA F. MESSLER, his wife, to ROY F. KING and KATHERINE E. KING, his wife, recorded March 9, 1979, in Official Records Book 3021, Page 748;
- 5. Warranty Deed from ROY F. KING and KATHERINE E. KING, his wife, to ELLEN LANE GHIGNA, a married person, recorded March 16, 1981, in Official Records Book 3481, Page 1552;
- 6. Warranty Deed from ELLEN LANE GHIGNA, now known as ELLEN JACKLIN LANE, a single person, to LAWRENCE J. FERRARA and PATRICIA A. FERRARA, husband and wife, recorded September 1, 1987, in Official Records Book 5403, Page 763;
- 7. Warranty Deed from LAWRENCE J. FERRARA and PATRICIA A. FERRARA, his wife, to MICHAEL L. YOHEM, recorded May 22, 1995, in Official Records Book 8756, Page 1753;
- 8. Warranty Deed from MICHAEL L. YOHEM, a single man, to CAROL A GORDON, a married woman, recorded April 17, 2000, in Official Records Book 11724, Page 21;
- Quit Claim Deed from CAROL A. GORDON, a married woman, to ERIC GORDON and CAROL A. GORDON, husband and wife, recorded December 13, 2001, in Official Records Book 13188, Page 679;
- 10. Quit Claim Deed from ERIC GORDON and CAROL A. GORDON, husband and wife, to CAROL A. GORDON, a single woman, recorded November 10, 2005, in Official Records Book 19520, Page 1724; and
- 11. Warranty Deed from CAROL GORDON, a single woman, to <u>MICHAEL J. BURLEY, a</u> single man, recorded July 8, 2008, in Official Records Book 22745, Page 1019.

### LOT 7, BLOCK 26, PLAT NO. 2 - 732 IBIS WAY, NORTH PALM BEACH, FL

- Special Warranty Deed from VIRGINIA GRAVLIN BROWN, a Free Dealer, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP., AND HERBERT A. ROSS, as Successor Trustee and individually, joined by his wife, EDITH L. ROSS, doing business as NORTHLAKES PROPERTIES, to PINNER, INC., a Florida corporation, recorded December 31, 1963, in Official Records Book 958, Page 177;
- 2. Warranty Deed form PINNER, INC., a Florida corporation, to MARTIN PIKE and DIANE S. PIKE, his wife, recorded April 16, 1964, in Official Records Book 1011, Page 547;
- 3. Warranty Deed from S. DIANE OKEN (formerly S. DIANE PIKE, also known as DIANE S. PIKE), joined by her husband ALAN I. OKEN, to VAROUJAN KHOROZIAN and ANGELA KHOROZIAN, his wife, and GIUSEPPE SANTA LUCIA and TERESA SANTA LUCIA, his wife, as tenants in common, recorded May 4, 1981, in Official Records Book 3514, Page 99; and
- 4. Warranty Deed from VAROUJAN KHOROZIAN and ANGELA KHOROZIAN, his wife, and TERESA SANTA LUCIA, an unremarried widow, to <u>PEDRO M. RIVERA-PIEROLA</u> and NANCY F. RIVERA-PIEROLA, his wife, recorded July 6, 1992, in Official Records Book 7309, Page 154.

### LOT 8, BLOCK 26, PLAT NO. 2 - 728 IBIS WAY, NORTH PALM BEACH, FL

- 1. Warranty Deed from VIRGINIA GRAVLIN, a single woman, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP. AND WILLIAM W. BLAKESLEE, individually and as Trustee, joined by his wife, ANITA F. BLAKESLEE, doing business as NORTHLAKE PROPERTIES, to JOE W. ROGERS and SYLVIA ROGERS, his wife, recorded December 9, 1959, in Official Records Book 439, Page 112.
- 2. Warranty Deed from JOE W. ROGERS and SYLVIA ROGERS, his wife, to ARTHUR E. BLANK and STELLA T. BLANK, his wife, recorded June 21, 1972, in Official Records Book 2025, Page 1667;
- 3. Warranty Deed from ARTHUR E. BLANK, a widower and unmarried, to WALTER MELNYK and HELEN MELNYK, his wife, recorded September 13, 1977, in Official Records Book 2736, Page 117;
- 4. Warranty Deed from WALTER MELNYK, an unremarried widower, to BRUCE BEBEE and WILMA BEBEE, his wife, recorded April 23, 1985, in Official Records Book 4524, Page 942;
- 5. Warranty Deed from BRUCE BEBEE and WILMA BEBEE, his wife, to JAMES H. ROBERTS III and PATRICIA ANN ROBERTS, his wife, recorded March 28, 1990, in Official Records Book 6400, Page 131;

- 6. Certificate of Title in case styled, BRUCE BEBEE and WILMA BEBEE, Petitioners, vs, JAMES H. ROBERTS III and PATRICIA ANN ROBERTS, Defendants, in favor of BRUCE BEBEE and WILMA BEBEE, recorded June 28, 1994, in Official Records Book 8324, Page 150;
- 7. Warranty Deed from BRUCE BEBEE and WILMA BEBEE, husband and wife, to WILLIAM G. GREEN and CATHERINE M. GREEN, husband and wife, recorded March 1, 1995, Official Records Book 8638, Page 434;
- 8. Quit-Claim Deed from WILLIAM G. GREEN and CATHERINE M. GREEN to WILLIAM G. GREEN and CATHERINE M. GREEN, as Co-Trustees of the WILLIAM G. GREEN REVOCABLE LIVING TRUST, under Declaration of Trust, dated October 31, 2001, as to an undivided ½ interest, and CATHERINE M. GREEN and WILLIAM G. GREEN, as Co-Trustees of the CATHERINE M. GREEN REVOCABLE LIVING TRUST, under Declaration of Trust, dated October 31, 2001, as to an undivided ½ interest, recorded January 28, 2002, in Official Records Book 13352, Page 945; and
- 9. Corrective Quit-Claim Deed given by WILLIAM G. GREEN and CATHERINE M. GREEN to WILLIAM G. GREEN and CATHERINE M. GREEN, as Co-Trustees of the WILLIAM G. GREEN REVOCABLE LIVING TRUST, under Declaration of Trust, dated October 31, 2001, as to an undivided ½ interest, and CATHERINE M. GREEN and WILLIAM G. GREEN, as Co-Trustees of the CATHERINE M. GREEN REVOCABLE LIVING TRUST, under Declaration of Trust, dated October 31, 2001, as to an undivided ½ interest, recorded August 11, 2016, in Official Records Book 28500, Page 1601.
- 10. Warranty Deed from WILLIAM G. GREEN and CATHERINE M. GREEN, husband and wife, and WILLIAM G. GREEN and CATHERINE M. GREEN, as Co-Trustees of THE WILLIAM G. GREEN REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST, dated October 31, 2001, and CATHERINE M. GREEN and WILLIAM G. GREEN, as Co-Trustees of THE CATHERINE M. GREEN REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST, dated October 31, 2001, to <u>ELENA BUENO de GONZALEZ and GUILLERMO E. GONZALEZ, wife and husband</u>, recorded August 26, 2016, in Official Records Book 28532, Page 1981.

### LOT 9, BLOCK 26, PLAT NO. 2 – 724 IBIS WAY, NORTH PALM BEACH, FL

- 1. Warranty Deed from VIRGINIA GRAVLIN, a single woman, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP. and WILLIAM W. BLAKESLEE, individually and as Trustee, joined by his wife, ANITA F. BLAKESLEE, doing business as NORTHLAKE PROPERTIES, to CONTINENTAL TITLE COMPANY, recorded January 22, 1960, in Official Records Book 457, Page 623.
- Warranty Deed from CONTINENTAL TITLE COMPANY to RICHARD A. KIBIGER and SUZANNE KIBIGER, his wife, recorded January 17, 1963, in Official Records Book 860, Page 1196;
- Warranty Deed from RICHARD A. KIBIGER and SUZANNE KIBIGER, his wife, to J. L. PETERSON and CARLA PETERSON, his wife, recorded November 29, 1976, in Official Records Book 2609, Page 1338;

- 4. Warranty Deed from J. L. PETERSON, also known as JEFFREY PETERSON and CARLA PETERSON, husband and wife, to ROY T. EDDLEMAN, recorded May 11, 1988, in Official Records Book 5667, Page 152; and
- 5. Warranty Deed from ROY T. EDDLEMAN, a single man, to <u>JOSEPH R. KOLB and LORI M. KOLB, husband and wife</u>, recorded November 2, 1989, in Official Records Book 6247, Page 1513.

### LOT 10, BLOCK 26, PLAT NO. 2 - 720 IBIS WAY, NORTH PALM BEACH FL

- 1. Warranty Deed from VIRGINIA GRAVLIN, a single woman, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP. and WILLIAM W. BLAKESLEE, individually and as Trustee, joined by his wife, ANITA F. BLAKESLEE, doing business as NORTHLAKE PROPERTIES, and NORTH PALM BEACH PROPERTIES, INC. to CONTINENTAL TITLE COMPANY, recorded October 9, 1959, in Official Records Book 414, Page 242.
- 2. Warranty Deed from CONTINENTAL TITLE COMPANY, a Florida corporation, to EDWARD F. DeBELLIS and JO ANN DeBELLIS, recorded April 9, 1964, in Official Records Book 1008, Page 78;
- 3. Warranty Deed from EDWARD F. DEBELLIS and JO ANN DEBELLIS his wife, to JAMES C. RHODY, recorded November 16, 1964, in Official Records Book 1114, Page 259;
- 4. Warranty Deed from JAMES C. RHODY, joined by PATRICIA ANNE RHODY, his wife, to HAROLD L. ST. CLAIR and ALMA E. ST. CLAIR, husband and wife, recorded March 2, 1966, in Official Records Book 1338, Page 163;
- 5. Warranty Deed from HAROLD L. ST. CLAIR and ALMA E. ST. CLAIR, husband and wife, to LEONARD PAGLIARO and PHYLLIS N. PAGLIARO, husband and wife, as tenants by the entirety, recorded August 1, 1966, in Official Records Book 1407, Page 93:
- 6. Warranty Deed from LEONARD PAGLIARO and PHYLLIS N. PAGLIARO, husband and wife, to LEONARD GUARDINO and ANNE GUARDINO, husband and wife, recorded May 25, 1967, in Official Records Book 1531, Page 194;
- 7. Warranty Deed from LEONARD GUARDINO and ANNE GUARDINO, his wife, to FRANCIS C. WILDNER and GLORIA R. WILDNER, his wife, recorded December 31, 1970, in Official Records Book 1864, Page 515;
- 8. Warranty Deed from FRANCIS C. WILDNER and GLORIA R. WILDNER, his wife, to JOSEPH W. SCLAFANI and VICKI SUE SCLAFANI, his wife, recorded December 30, 1976. in Official Records Book 2623, Page 1173; and

9. Warranty Deed from JOSEPH W. SCLAFANI, unmarried, and VICKI SUE SCLAFANI, unmarried, to **RONALD K. LANTZ and TINA LANTZ, his wife**, recorded May 6, 2002, in Official Records Book 13675, Page 1814.

### LOT 11, BLOCK 26, PLAT NO. 2 – 716 IBIS WAY, NORTH PALM BEACH, FL

- Warranty Deed from VIRGINIA GRAVLIN, a single woman, BUNKER RANCH HOMES, INC., GOLFVIEW HEIGHTS, INC., BELVEDERE HOMES, INC., BELVEDERE INDUSTRIAL CORP., FOREST HILL HOMES, INC., BELVEDERE HOLDING CORP. and WILLIAM W. BLAKESLEE, individually and as Trustee, joined by his wife, ANITA F. BLAKESLEE, doing business as NORTHLAKE PROPERTIES, to CARL L. C. KAH, JR., and SHIRLEY KAH, his wife, recorded January 17, 1959, in Official Records Book 363, Page 626; and
- Warranty Deed form CARL L. C. KAH, JR. and SHIRLEY KAH, his wife, to <u>WILLIAM E. NEVILLE</u> and <u>SUZANNE E. NEVILLE</u>, his wife, recorded August 23, 1967, in Official Records Book 1574, Page 482.

Note: All instruments were recorded in the Public Records of Palm Beach County, Florida.

This Document Prepared By and Return to: Angelo Pardo, Esquire Bosso, Bosso & Pardo, P.A. 2428 Broadway Riviera Beach, FL 33404 01/07/2003 14:48:56 20030010734 OR BK 14636 PS 0361 Palm Beach County, Florida AMT 10:00 Doc Stamp 8:70 Dorothy H. Wilken, Clerk

Farcel ID Number: 68-43-42-17-08-026-0010
Grantee #1 TIN
Grantee #2 TIN:

## **Quitclaim Deed**

This Quitelaim Deed, Made this 744, day of January ,2003 AD. Between Lydabelle Bicknell formerly known as Lydabelle Bicknell Alderman, a single woman, as Trustee of the Lydabelle Bicknell Alderman Revocable Trust dated June 27, 1979 as amended and restated on July 25, 1986.

of the County of Palm Beach , State of Florida , grantors, and Lydabelle Bicknell as Trustee of the Lydabelle Bicknell Revocable Trust dated January 7, 2003.

whome address is 800 Ibis Way, North Palm Beach, FL 33408

of the County of Palm Beach

State of Florida

, grantees.

Witnesseth that the GRANTORS, for and in consideration of the sum of

and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereaf is hereby acknowledged, have granted bergained and quitelaimed to the said GRANTEES and GRANTEES bein, successors and assigns forever, the following described land, situate, lying and being in the County of Palm Beach

Lot 1, Block 26, VILLAGE OF NORTH PALM BEACH, Plat #2, a subdivision of Palm Beach County, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as in Plat Book 25, page 59.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2002.

This Quit Claim Deed is made pursuant to Florida statutes section 69.071 and grants unto grantee full power to deal in and with the property or any interests therein or any part thereof, to protect, conserve, and to sell, lease, encumber, or otherwise manage and dispose of the property, it being intended that the Grantee shall have full rights of ownership over the property in accordance with Florida Statute 689.071.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantees forever.

In Witness Whereof, the grantors have hereunau set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Eve To NAGORIA
Witness

hydrelle Bicknell formerly known as Lydabelle Bicknell Alderman

PO Address

Printed Name: ANGEL

STATE OF Florida COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this

Lydabelle Bicknell formerly known as Lydabelle Bicknell Alderman, a single woman, as Trustee of the Lydabelle Bicknell Alderman Revocable Trust dated June 27, 1979 as amended and restated on July 25, 1986.

who are personally known to me or who have produced their ARUPS user of the Lydabelle Bicknell Alderman Revocable trust dated June 27, 1979 as amended and restated on July 25, 1986.

identification

Angelo Pordo

MY COMMISSION # DD171427 DDRES

JOHNSON 9, 2007

SONGETHELI TROTT HER RESIDENCE, INC.

Printed Name: ANGERO PROD

Prepared by and Return to: Cindy A. Crawford, Esquire 1601 Forum Place, Suite 1101 West Palm Beach, Florida 33401 CFN 20070571461
OR BK 22337 PG 0829
RECORDED 12/21/2007 10:10:35
Palm Beach County, Florida
ANT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0829 - 831; (3pgs)

PROPERTY CONTROL NO.: 68-43-42-17-08-026-0020

### **QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, Executed this 19 day of DECEMBEA

2007, by:

EDMOND L. PRETI, and KELLI K. PRETI, formerly Husband and Wife.

first party, to

EDMOND L. PRETI, a Single Man

second party,

whose post office address is 752 Ibis Way
North Palm Beach, Florida 33408

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

THIS DEED IS A CONVEYANCE OF REAL PROPERTY BETWEEN FORMER SPOUSES PURSUANT TO AN ACTION FOR DISSOLUTION OF MARRIAGE WHEREIN THE REAL PROPERTY WAS A MARITAL ASSET AND IS THEREFORE NOT SUBJECT TO DOCUMENTARY STAMP TAX IN ACCORDANCE WITH FLROIDA STATUTE SECTION 201.02(7).

WITNESSETH, that the said first party, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, in State of Florida, to wit:



Lot 2, Block 26, Plat No. 2 of the Village of North Palm Beach, according to the plat thereof filed for records in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 25, Page 59.

Subject to all conditions, restrictions, limitations and easements.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoove of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and scaled these presents the day and year first above written.

Witness - Signature

Christy Sevento

Witness - Print

Witness - Print

Witness - Print

KELLIK, PRETI

Attachnest: Quil Claim Deed

### STATE OF FLORIDA

### COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19 day of 2007, by EDMOND L. PRETI, who is personally known to me or who has produced 10018 as identification and who did take an oath.

NOTARY:

MAOM BELK

Notary Public - State of Florida

My Commission Emires Dec 28, 2010

Commission # DD 625365

Bonded Through Hatloral Notary Asm.

SIGN Man Beck

PRINT Mari Relk

STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES:

STATE OF FLORIDA

**COUNTY OF PALM BEACH** 

The foregoing instrument was acknowledged before me this day of 2007, by KELLI K. PREI, who is personally known to me or who has produced Horiza laws Uses as identification and who did take an oath.

**NOTARY:** 

MACAM BELK

Motary Public - State of Florida

My Commission Expires Dec 29, 2010

Commission # DD 625365

Bonded Through National Notary Assn.

SIGN & Com Beck

PRINT Mouni Beck

STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES:

Return to: Name: Address:

This Instrument Prepared by: SUSAN L. PRILL

UNIVERSAL LAND TITLE, INC. 3399 PGA Blvd., Suite 150

07/26/2002 09:31:19 20020385896 DR BK 13962 PG 0060 Palm Beach County, Florida ANT 425,000.00 Doc Stamp 2,975.00 Dorothy H. Wilken, Clerk

Palm Beach Gardens, Florida 33410 as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel Identification (Folio) Number(s): 68-43-42-17-08-026-0030

Grantee(s) S.S.#(s):

FILE NO: 02822078. TRUSTEE'S DEED

By this Deed made this 12th day of July . 2002 . by GEORGE 6. LAURENCE A SINGLE PERSON, INDIVIDUALLY AND AS TRUSTEE UNDER TRUST AGREEMENT DATED 5-26-1994 AND SUBSEQUENTLY AMENDED ON APRIL 17, 1997 AND AGAIN ON AUGUST 10, 1999.

hereinafter called the grantor, whose post office address is: 161 VILLAGE CIRCLE JUPITER, FL 33458

m THOMAS J. LUNDEEN AND MICHELE J. LUNDEEN, HUSBAND. AND WIFE

whose post office address is: 748 IBIS. WAY NORTH PALM BEACH, FL 33408

hereinafter called the grantee,

WITNESSETH: That said granter, for and in consideration of the sum of \$10.00 Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in PALM BEACH County, Florida, viz:

LOT 3, BLOCK 26, VILLAGE OF NORTH PALM BEACH PLAT NO. 2, according to the Plat recorded in Plat Book 25, page 59, recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.

This property [is] [is not] the homestead of the Grantor(s).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appenaining. To Have and to Hold, the same in fee simple forever.

GRANTOR COVENANTS with Grance that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Granter.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, Scaled and Delivered in Our Presence: Witness Signapure: Witness Printed Name: KERRI O GEORGE S. LAURENCE アロルモ Witness Signature: INDIVIDUALLY AND AS TRUSTEE Witness Printed Name: 54 Witness Signature: (Seat) Witness Printed Name: Wimess Signature: Wimers Printed Name: STATE OF Florida COUNTY OF PALM BEACH

The foregoing instrument was acknowledged by GEORGE S. LAURENCE , A before me this 12TH day of July, 2002 SINGLE PERSON, INDIVIDUALLY AND AS TRUSTEE UNDER TRUST AGREEMENT DATED 5-26-1994 AND SUBSEQUENTLY AMENDED ON APRIL 17, 1997 AND AGAIN ON AUGUST 10, 1999

Susur: 11th CONDUCTIONS (CONSIST EXPRES

April 2, 7074

who is/are personally known to me or who has/havy produced driver license(s) as identification.

My Commission expires:

Serial Number

Printed Name: Nonry Public

This Instrument was Prepared by: NOV-02-1993 2:45FB 93-354248 0RB 7961 Ps 1042 LAW OFFICES OF GARY, DYTRYCH & RYAN, P.A. 701 U.S. HIGHWAY ONE, SUITE 402 NORTH PALM BEACH, FLORIDA 33408 81 St S181 (81 TIES (18 8 MIN RECORD VERIFIED DOROTHY H WILKEN Grantee S.S. No.: Name: Joseph R. Willis CLERK OF THE COURT - PB COUNTY, FL [Space Above This Line for Recording Data] WARRANTY DEED (STATUTORY FORM - SECTION 689.02, F.S.) This Indenture made this 29th day of October, 1993 BETWEEN Alice M. Drumheller, an unremarried widow , whose post office address is 121 Royal Palm Drive, Leesburg, Florida 34748-8678, of the County of Pain Beach, State of Florida, grantor\*, and Joseph R. Willis and Deborah K. Willis, his wife, whose post office address is 744 lbis Way, North Palm Beach, Fi 33408, of the County of Paim Beach, State of Fl, grantee\*. WITNESSETH, That said Granter, for and in consideration of the sum of 'TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations to said granter in hand paid by said grantee, the receipt whereof is hereby scknowledged, has greated, bargained and sold to the said greatee, and grantee's heirs and easigns forever, the following described land situate, lying and being in Palm Beach County, Florida, to-wit: Lot 4. Block 26. VILLAGE OF NORTH PALM BEACH, PLAT NO. 2. according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 25, page 59. Subject to easements, restrictions, reservations of record and zoning matters and to taxes for the current year and subsequent years. and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all "Grantor" and "grantee" are used for singular or plural, as context requires. In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above writen. Signad, sealed and delivered in our presence: stere with live Alice M. Drumheller 121 Royal Palm Drive, Leesburg, Florida 34748-8678 Printed or Typed Name Signature Printed of Typed Name STATE OF FLORIDA COUNTY OF Palm Beach The foregoing instrument was acknowledged before me this 29th day of October, 1993, by Alice M. Drumheiler

who is personally known to me or has produced -se identification and did (did not) take an cath.

My Commission Expires:

Printed, typed or stamped name

Notary Public

OFFICIAL SEAL LAWRENCE W. SMITH Notary Public State of Florida Commission No. CC133751 Expires September 5, 1995

## 

16.0	
PREPARED BY AND RETURN TO:	)
Joseph S. Karp, Esquire	)
The Karp Law Firm, P.A.	)
2875 PGA Boulevard, Suite 100	)
Palm Beach Gardens, FL 33410	)

PCN: 68-43-42-17-08-026-0050

CFN 20140242232
OR BK 26887 PG 1295
RECORDED 07/01/2014 12:01:21
Palm Beach County, Florida
ANT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1295 - 1296; (2pgs)

## WARRANTY DEED

THIS WARRANTY DEED executed on June 19, 2014, by JOHN W. APGAR a/k/a JOHN W. APGAR, JR., an unremarried widower, Grantor, to JOHN W. APGAR, JR., Trustee, or his successors in trust, under the JOHN W. APGAR, JR. LIVING TRUST dated June 19, 2014, and any amendments thereto, Grantee, whose post office address is 740 lbis Way, North Palm Beach, FL 33408.

Wherever used herein, the singular shall include the plural and the plural shall include the singular, whichever the case may require.

### WITNESSETH:

that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following-described land, situate, lying and being in PALM BEACH COUNTY, State of Florida, to-wit:

Lot 5, Block 26, VILLAGE OF NORTH PALM BEACH PLAT NO. 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 25, Page 59; said lands situate, lying and being in Palm Beach County, Florida.

IT IS HEREBY CERTIFIED THAT JOHN W. APGAR, JR. IS ENTITLED TO THE USE AND OCCUPANCY AS A LIFE TENANT IN REAL PROPERTY UNDER THE TERMS OF THE JOHN W. APGAR, JR. LIVING TRUST DATED JUNE 19, 2014; THEREFORE, HAVING SUFFICIENT TITLE TO CLAIM HOMESTEAD EXEMPTION IN COMPLIANCE WITH RULES OF THE STATE OF FLORIDA, DEPARTMENT OF REVENUE, DIVISION OF AD VALOREM TAX, CHAPTER 12D-7.011 (AGO 94-50 AND AGO 90-70) AND FLORIDA STATUTE §196.031.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. Further, said Grantor confers upon said Grantee the power and authority to either protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the said land.

All Successor Trustees are hereby granted the power to protect, conserve, sell, encumber, or otherwise manage and dispose of the real property described in this deed.

The powers of the Trustees and all Successor Trustees shall extend to any and all rights the Grantor possesses in the above-described real property; any deed, mortgage, or other instrument executed by the Trustee shall convey all rights or interests of the Grantor, including homestead; and the Trustee is appointed as the attorney-in-fact for the Grantor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantor.

THIS DEED IS BEING PREPARED AT GRANTOR'S AND GRANTEE'S REQUEST.
NO TITLE SEARCH OR EXAMINATION WAS PERFORMED.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first-above written.

JOHN W. APGAR

North Palm Beach, FL 33408

748 Ibis Way

Signed, sealed and delivered in presence of: (print name of each witness under signature)

Witness

Print Name:

Rachel G. Zetouni

Witness

Print Name: Gina Grandinotte

STATE OF FLORIDA

**COUNTY OF PALM BEACH** 

BEFORE ME, the undersigned Notary Public, duly authorized in the State and County aforesaid to take acknowledgments and administer oaths, personally appeared JOHN W. APGAR, JR., who is personally known by me, or who produced identification as specified in Section 117.05, Florida Statutes, and who in my presence executed the foregoing instrument and acknowledged to me and before me that he executed same in the presence of two witnesses freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on June 19, 2014.

Notary Public, State of Florida Type/Print Name of Notary: Commission Number:

My commission expires:

Affiant Personally Known

or

Affiant Presented Identification

Type of Identification: ECOL

LYNN MERCHE MY COLMISSION & EE 207037 EXPIRES: June 28, 2016



CFN 20080256375
OR BK 22745 PG 1019
RECORDED 07/08/2008 16:20:26
Palm Beach County, Florida
ANT 10.00
Doc Stamp 6.70
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1019; (1pg)

Prepared by and return to:

Michael J. Burley 5420 N. Ocean Dr. Suite 1106 West Palm Beach, FL 33404 561-744-7310 . File Number: 08-002 Will Call No.:

[Space Above This Line For Recording Data]

### Warranty Deed

This Warranty Deed made this 7th day of July, 2008 between Carol Gordon, a single woman whose post office address is 736 Ibis Way, North Palm Beach, FL 33408, grantor, and Michael J. Burley, a single Man whose post office address is 736 Ibis Way, North Palm Beach, FL 33408, grantee:

(Whenever used herein the terms "grantor" and "grantor" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustoes)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said granter in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

Lot 6, Block 26, Village of North Palm Beach ,Plat Number 2, according to the plat thereofas recorded in plat book 25, pages 59, Public Records of Palm Beach County Florida

Parcel Identification Number:

6843421708026006

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, scaled and delivered in our presence:

Witness Name: A book of Witness Name: A book of Witness Name of State of

SUSAN E. HORTON
MY COMMISSION # DD 958774
EXPIRES: December 14, 2008
Boaded Thre Budget Notary Services

DoubleTimee

# Universal Land Title, Inc.

This Instrument Prepared by:
Judith P. Kimball
4440 PGA Blvd., Suite 408
Palm Beach Gardens, Florida 33410
(407) 626-8443 Fax (407) 775-0764
for the purposes of title insurance,
Property Appraisars Pared I.D. (Folio) Number(s):

WARRANTY DEED INDIVIDUAL TO INDIVIDUAL

JUL-06-1992 11:23am 92-205981

ORS 7309 Pg 154

CON 262:000.00 Doc 1:572.00 CLERK OF THE COURT - PR COUNTY: FL

Property Appraisars Parcel I.D. (Folio) Number(s):

50 43-42 17 50 525-5075

Gruntor(s) S.S.F(s):

\_\_SPACE ABOVE TILLS LINE FOR RECORDING DATA

This Warranty Deed Varoujan Khorazian Lucia, an unremarri	<i>l Madethe</i> 1ST <i>day of</i> and Angela Khorozian ed widow	JULY A.D. 19 92 by , his wife and Teresa Santa
hereinafter colled the grantor, to his wife		la and Nancy $_{oldsymbol{\mathcal{F}}_{i}}^{ ext{Rivera-Pierola}},$
whose postoffice address is hereinafter called the grantee:	732 IBIS WAY.	NORTH PALMBONNEY TO STAND

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

WITNESSETH: That the grantor, for an in consideration of the sum of \$ 10.00 and other aluable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-

WINESSEIH: That the grantor, for an in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, hargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

LOT 7, BLOCK 26, VILLAGE OF NORTH PALM BEACH PLAT NO. 2, according to the Plat recorded in Plat Book 25, page 59, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.

Together with all the tenements, hereditaments and appartenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

Page 1 of 2

And the granter hereby covenants with said grantee that the granter is lawfully seized of said land in fee simple, that the granter has good right and lawful authority to sell and convey said land; that the granter hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1991, restrictions, reservations, covenants and easements of record, if any.

In Witness Whereof, the said grantur has signed and scaled these presents the day and year first above written.

Cim-ue 1, 1	
Witness Signature	- ofthe Iller
Printed Signature	Varodjan Khorezian
rental Vie	Schaffer Road
Witness Signature	Post Office Address
Printed Signature	Alpine, New Jersey. 07620
Witness Signature	Musik Leir.
Printed Signature	Angela shorbzian
Witness Signature	——————————————————————————————————————
William Signature	Post Soffice Address
Printed Signature	Alpine, New Jersey 07620
COUNTY OF DECAY	<b>-</b>
he County aforesaid, to take acknowledgments, person: Amount Albarozian, his wife 2011 Amount and the County of th	ZZNIEWARANIEWEROWALIEWEROWANIE WARENIEWE WAREN
no ware personally known to me or who has produced	DU DRIVERS L.C.
a identification and who didtake an eath.  WITTNESS my hand and official seal in the Court	and some land districts And I
June A. D. 19 92 .	
LOUGHA	Guesa Glissa
LOUELLA GILLISON	אוניביים של אונים ויים ויים ויים ויים ויים ויים ויים
MY Committed Epide Dec. 17 1955	LOWELLA GILLISON
my Commission Equite Dec. 17 1995	Bouted Nation Continue Title on Death

My Commissulo Espires

Serial Number, if a

### ORB 7309 Ps 155

Signed, sealed and delivered in our presence.

Witness signature

Printed signature

edith Potenball lithess signature

KIMBALL Printed signature

4005 WINDHAMIS

Post office address

Fin. 3.5406

STATE OF FLORIDA COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared: Teresa Santa Lucia, an unremarried widow, who is/are personally known to me or who has produced Driver's License as identification and who did take an oath.

Witness my hand and official seal in the County and State last aforesaid this 1st day of July, 1992.

Printed notary signature

Commission Expiration Date:

(SEAL)

Page 2 of 2

RECORD VERIFIED
PALM BEACH COUNTY FLA. CLERK CIRCUIT COURT

Prepared by and return to:

Keith A. Seldin, Esq. 1934 Commerce Lane, Suite 2 Jupiter, FL 33458 (561) 747-3000

Property Control No.: 68-43-42-17-08--026-0080

CFN 20160306625
OR BK 28532 PG 1981
RECORDED 08/26/2016 09:09:08
Palm Beach County, Florida
ANT 950,000.00
Doc Stamp 6,650.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1981 - 1982; (2pgs)

### **WARRANTY DEED**

THIS WARRANTY DEED, made this 25<sup>th</sup> day of August, 2016, by and between WILLIAM G. GREEN and CATHERINE M. GREEN, Husband and Wife, and WILLIAM G. GREEN and CATHERINE M. GREEN, as Co-Trustees of THE WILLIAM G. GREEN REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST, dated October 31, 2001, and CATHERINE M. GREEN and WILLIAM G. GREEN, as Co-Trustees of THE CATHERINE M. GREEN REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST, dated October 31, 2001, whose post office address is: 152 Pleasant Valley Drive, Daytona Beach, Florida 32114, (hereinafter referred to as "the Grantors"), and ELENA BUENO de GONZALEZ and GUILLERMO E. GONZALEZ, Wife and Husband, whose post office address is 728 lbis Way, North Palm Beach, Florida 33408 (the "Grantees").

### WITNESSETH:

That the said Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the said Grantees, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey the following described land, situate and being in the County of Palm Beach, State of Florida:

Lot 8, Block 26, VILLAGE OF NORTH PALM BEACH PLAT NO. 2, according to the map or plat thereof as recorded in Plat Book 25, Page 59, Public Records of Palm Beach County, Florida.

to have and to hold in fee simple forever and said Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon Grantors and Grantors' heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 25th

day of August, 2016. Witnesses: WILLIAM G. GREEN, Individually SEW IN Print or type name THE WILLIAM G. GREEN REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST, dated October 31, 2001 WILLIAM G. GREEN, as Co-Trustee Print or type name **CATHERINE M. GREEN, as Co-Trustee** THE CATHERINE M. GREEN REVOCABLE LIVING Print or type name TRUST UNDER DECLARATION OF TRUST, dated October 31, 2001 **CATHERINE M. GREEN, as Co-Trustee** Print or type name LIAM G. GREEN, as Co-Trustee FLUNCSS Print or type name STATE OF FLORIDA COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2016, by WILLIAM G. GREEN and CATHERINE M. GREEN, Individually, and WILLIAM G. GREEN and CATHERINE M. GREEN, as Co-Trustees, of THE WILLIAM G. GREEN REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST, dated October 31, 2001 and CATHERINE M. GREEN and WILLIAM G. GREEN, as Co-Trustees of THE CATHERINE M. GREEN REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST, dated October 31, 2001, who are personally known to me or who have produced Driver's Licenses as identification, and who did take an oath.

Notary Public
State of Florida
My Commission Expires:

FRANCES CONSTANTINO
MY COMMISSION # FF917323
EXPIRES: Soptember 10, 2019

11000 Prosperity Farms Road Palm Beach Gardens, Florida 33410

Property Appraisers Parcel LD. (Folio) Humber(s): 68-43-42-17-08-026-0090

Grantes(s) S.S.#(s):

NOV-02-1989 11:12am 89-31 5508 QB 6247 8 1513

on 261,000.00 Dec 1,435 JOHN 8 DUNKLE,CLERK - PR COUNTY, FL

SPACE ABOVE THE LISTS FOR PROCESSION DATA

This Warranty Beed Made the 3 18th. day of Catobeac

Roy T. Eddleman, a single man hereinafter called the granter, to

Joseph R. Kolb and Lori M. Kolb, husband and wife

whose postolline address is 724 IBIS WAY, WEST PAIM BEACH, 71. 33408 hereinafter called the grantee:

(Wherever used berein the terms "examine" and "examine" include all the parties to this immunical and the bein, level representatives and assessed in individuals, and the successory and assess of contoutions)

Wilnesself: That the granter, for and in consideration of the sum of \$10.00 valuable considerations, receipt whereof is hereby acknowledged bereby grants, bargains, seller, oliens, remises, release, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

Lot 9, of Block 26, of Village of North Palm Beach Plat No. 2, a Subdivision, according to the Plat recorded in Plat Book 25 Page 59, of the Public Records of Palm Beach County, Florida.

SUBJECT TO RESTRICTIONS, RESERVATIONS, COVENANTS, EASEMENTS OF RECORD, IF ANY, APPLICABLE ZONING ORDINANCES, AND TAXES ACCRUING SUBSEQUENT TO DECEMBER 31, 1988.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully stized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the granior hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes occruing subsequent to December 31, 1988

In Wilness Whereof, the said grantor has signed and sealed these presents the day and year

ed and delivered in our presence:

STATE OF Q TEXAS COUNTY OF 4) HAPPES

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared

Roy T. Eddleman to me known to be the person described in and who executed the foregoing instrument and before me that he executed the same.

WITNESS my band and official scal in the County and State last aforesaid this

-A. D. 19 8

record verified PALM BEACH COUNTY, FLA. JOHN B. DUNKLE

CLERK CIRCUIT COURT

This Instrument Prepared by and Return to: Stacey K. Zahornacky STANDARD TITLE INSURANCE AGENCY, INC. 1860 FOREST HILL BLVD., STE 107 WEST PALM BEACH, FL 33406

Property Approisers Parcel Identification (Folio) Numbers: 68-43-42-17-08-026-0100

# 

OS/06/2002 11:09:13 20020229180 OR BK 13675 PG 1814 Palm Beach County, Florida AMT 395,000.00 Doc Stamp 2,765.00 Dorothy H. Wilken, Clerk

Grantous SS #s:	
SPACE ABOVE THIS LIN	E FOR RECORDING DATA
THIS WARRANTY DEED, made the 29th day of April, 2003 Sue Sclafani, unmarried , herein called the Granters, whose Beach, FL 33408, to Ronald K. Lantz and Tina Lantz, h North Palm Beach, FL 33408, hereinatter called the Grantees: Wherever used herein the terms "granter" and "grantee" include all individuals, and the successors and assigns of corporations)	e post office address is 720 lbis Way, North Palm is wife, whose post office address is 720 lbis Way,
WITNESSETH: That the granters, for and in considerations, receipt whereof is hereby acknowled conveys and confirms unto the grantee all that cortain tand situate in P	iged, hereby grants, bargains, sells, allens, remisos, releases.
Lot 10, Block 26, VILLAGE OF NORTH PALM BE thereof on file in the Office of the Clerk of the Cir Florida, recorded in Plat Book 25, Page 59.	ACH, PLAT NO. 2, according to the Plat cult Court in and for Palm Beach County.
SUBJECT TO comprehensive land use plans, zoning, restrictions, pr uthority; restrictions and matters appearing on the plat or otherwise co	
nd taxes for the current year and thereafter.	
OGETHER, with all the tenements, hereditaments and appurtonance	as thereto belonging or in anywise appertaining.
O HAVE AND TO HOLD, the same in fee simple forever.	
ND, the granters hereby covenant with sale grantees that the granter ranters have good right and lawful authority to sell and convey said to be same against the lawful claims of all persons whomsoover; occurring subsequent to December 31, 2001.	and, and hereby fully warrant the title to said land and will
WITNESS WHEREOF, the said granters have signed and seal	ed these presents the day and year first above written.
igned, scaled and delivered in the presence of:	
Griature	Joseph W. Sciatani L.S.
Trace Carrent	O O
Mua Rosacio	
inted Signature	11 1 1 11 2
gnature	Vicki Sue Sciafani LS.
ented Signature	
TATE OF PLORIDA COUNTY OF Palm Beach	
The foregoing instrument was acknowledged before me this 29th click! Sue Sclafani, unmarried who is/aro personally known to me clearly-arises.	lay of April, 2002 by Joseph W. Sciafani, unmarried, and or have produced as

SEAL

Stocey K. Zohomacky
WY COMMISSION # CC927944 EXPRES
May A 2004
E-racie was their tare was walked sec

Printed Notary Signature My Commission Expires: MODD. COBB. ROBINSON. FALCON

Marranty Deed:

Chis Findenfure, Made this 23rd day of

: August

SARL L. C. KAH, JR. and SHIRLEY KAH, his wife,

part 105 of the first part,

WILLIAM E. NEVILLE and EUZANNE E. NEVILLE, his wife,

of the secondopatt, (\$10.00) and other valuable considerations, to them in hand paid by the said part 105 of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said of the second part, - their heirs and assigns forever, the following , State of Florida, to-wit: described land, simate in the County of Palm Beach

> Lot 11, Block 25, VILLAGE OF NORTH PALM BEACH PLAT NO. 2, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 25, page 59.

SUBJECT to reservations, mestrictions and easements of record and to taxes subsequent to 1966.

hereby fully warrant the title to said land, and will defend And the said part 💑 S of the first part ПO the same against the lawful claims of all persons whomsoever.

of the first part have In Miluron Allierent, the said part 105 the day and year above written. hand S and seal S

Signed, scaled and delivered in our presence:

STATE OF FLORIDA COUNTY OF PAIN BEACH

I HERRIBY CHRISTY, That on this day, before me, an officer duly authorized in the County and State aforesaid to take nernowledgments, personally appeared

CAN. L. C. KAH, JR. and SHIRLEY KAH, his wife, manning to me known in he the prison 3 described in and who executed the foregoing instrument and Elicy, acknowledged before me that "Chity executed the same.

WITE: SS my hand and official seal in the County and State last aforesaid this . 19 67. August

Received in Ollickal Receid Book Pi Calm Pens's County, Florida John 3. Burikis Clerk of Circuit Court

ary Public, in and for the Co My commission expires:

别别1574 page 492

# 

# EXHIBIT "H"

Dec 31 . 4 11 PH '63

23 958 rate 177

THIS INDENTURE, Made this 3/17day of December, A.D. 1963, between Virginia Gravlin Brown, a Pree Dealer, Bunker Ranch Homes, Inc., Colfview Heights, Inc., Ealwedere Homes, Inc., Belvedere Industrial Corp., Forest Hill Homes, Inc., Belvedere Holding Corp., and Harbert A. Ross, as Successor Trustee and individually, joined by his wife, Edith L. Ross, doing business as EORTHLAKE PROPERTIES; parties of the first part; and PINNER, INC., a Plorida corporation; party of the second part; whose mailing address is: P.O. Box 2664, PalmPeach, Florida, witnesseth:

That the said parties of the first part, for and in consideration of the sum of Ten bollars (\$10.00) and other valuable considerations, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land, situate in the County of Palm Beach, State of Plorida, to-wit-

All of the Grantors' right, title and interest in and to any real property located within the corporate limits of the VILLAGE OF NORTH PAIN BEACH, Plorida and within the corporate limites of the rows or LAKE PARK, Florida, in Sections 8, 9, 16, 17, 20, and 21, Township 42 South, Range 43 East, Palm Beach County, Florida:

Together with any and all of the Grantors' right, title and interest in and to any contracts for the sale of real property located within the above described limits.

- And the said parties of the first part hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under said parties of the first part.

IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed under scal the day and year first above:written.

Signed, scaled and delivered in the presence of:

Virginia Gravlin Brown, a Free Dealer Eunker Ranch Homes, Inc., Golfview Reights, Inc., Belvedere Homes, Inc. Belvedere Industrial Corp. Forest Hill Homes, Inc., Belvedere Holding Corp., and Herbert A. Ross, as Successor Trusted and individually, joined by his wife, Edith L. Ross,

NORTHIAKE PROPERTIES.

Actorney in Fact

Scott, Burk, Simon & Royce 450 Royal Falm Way Beach, Florida

STATE OF FLORIDA

COUNTY OF PALM BEACH)

958 ME 178

Before me, the undersigned authority, personally appeared JOHN A. SCHWENCKE, attorney in fact for Virginia Gravlin Brown, a Free Dealer, Bunker Ranch Homes, Inc., Golfview Heights, Inc., Belvedere Homes, Inc., Belvedere Holding Corp., Lind Herbert A. Ross, as Successor Trustee and individually, joined by his wife, Edith L. Ross, doing business as BORTHLARS PROPERTIES, to me well known and known to be the person described in and who executed the foregoing as such attorney in fact and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 3/ day of December, 1963.

Notary Public

My commission expires:

Hotary Public, State of Hords at Large My Commission Express July 28, 1967, Sound by Sounds I've & Campby Com-

RECORDER IN CORNER RECORD DISEASE PARTY DESCRIPTION OF CIRCUIT CAURE

Scott; Burk; Simon 5 Royce 450 Royal Falm Way Palm; Beach; Florida

# CORA CORA

# EXHIBIT "I"

CFN 20170277543
OR BK 29260 PG 1700
RECORDED 08/02/2017 11:11:58
Palm Beach County, Florida
AMT 10.00
DEED DOC 0.70
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 1700-1701; (2Pgs)

This Instrument Prepared By/Returned to: Philip H. Ward Esq. 4420 Beacon Circle, Suite 100 West Palm Beach, Florida 33407 This deed was prepared without benefit of a title search or examination

Property Control Nos.: 68-43-42-16-00-004-0020; 68-43-42-17-00-000-5110

### QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and executed as of the day of July, 2017, by and between Pinner, Inc., a dissolved Florida corporation, whose address was 520 Anchorage Drive, North Palm Beach, Florida 33408, hereinafter called the Grantor, and North Palm Beach Properties, Inc., a Florida corporation, whose address is 13907 Carrollwood Village Run, Tampa, Florida 33618, hereinafter called the Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and 00/100 cents, (\$10.00), and other valuable considerations to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell and convey unto the Grantee, its successors and assigns, all that certain land situate in Palm Beach County, Florida, to-wit:

All of the Grantors' right, title and interest in and to any real property located within the corporate limits of the VILLAGE OF NORTH PALM BEACH, Florida, and within the corporate limits of the TOWN OF LAKE PARK, Florida, in Sections 8, 9, 16, 17, 20, and 21, Township 42 South, Range 43 East, Palm Beach County, Florida;

The foregoing legal description being the land conveyed to Grantor in that certain Special Warranty Deed dated December 31, 1963, recorded in Official Records Book 958, Page 177, Public Records of Palm Beach County, Florida;

Such land specifically including all of Grantor's right, title and interest in the C-17 Canal right of way as said right of way property is described in that certain Easement Deed recorded in Deed Book 1156, Page 186, and that certain Easement Deed recorded in Deed Book 1163, 294.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of said Grantor, either in law or in equity, to only the proper use, benefit and behoof of said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned director of said Grantor has hereunto set his hand and seal the day and year first above written.

Sign, sealed and delivered in the presence of the following two witnesses:

My Commission Expires: 360

Pinner, Inc. a dissolved Florida corporation Print Name: OMOM By: Kim M. Schwenc Print Name: Corporate Seal) STATE OF FLORIDA COUNTY OF PALM-BEACH Hillsbrogh I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kim M. Schwencke, Director, North Palm Beach Properties, Inc., to me known to be the person described in or who as identification and who executed the foregoing instrument has produced and acknowledged before me that he executed the same for the purposes therein expressed. WITNESS my hand and official seal in the County and State last aforesaid this day of July, 2017. Notary Public State of Floride Notary Public: Tricia Worthy

NOTE: This Quit Claim Deed is a conveyance from agent to principal and there is no consideration for this transfer.

My Commission No.: FF 201660

# EXHIBIT "J"

## TN 7.02.01

### Blanket Description - Quitclaim Deed Without Specific Description

Shown in an abstract to a lot in X Subdivision is a quitclaim deed executed by A to B which was filed for record and which purports to quitclaim all of the grantor's right, title and interest in any property in several named subdivisions including X Subdivision without, however, describing any specific lot in that subdivision. Except for the quitclaim deed, the parties in question were complete strangers to the title, since their names appear nowhere else in the chain of title to the lot under examination. The Fund's opinion was requested as to whether the quitclaim should be considered a cloud.

The quitclaim deed merely mentions whatever interest the grantor may have had in property in X Subdivision as well as other subdivisions. In The Fund's opinion, the blanket quit claim deed could not be considered as notice that the grantor was claiming any interest in any specific lot. Therefore, The Fund's conclusion is that the quitclaim deed is not a cloud on the title to the lot.

One precaution is urged. It should be determined that none of the parties named in the quitclaim are in possession of the lot under examination. If so, such possession would itself be notice of any interest such party or parties might have or claim. Also see TN 7.03.01 for deeds containing specific legal descriptions.

### **Related Documents**

TN 7.03.01 Interloping Deeds and Mortgages